



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JUNE 18, 2024
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend John Kasper of Blackrock Baptist Church.

4. PROCLAMATIONS / PRESENTATION

4.1 **PROCLAMATION - "BOYS & GIRLS CLUB OF NASSAU COUNTY WEEK"** - *Recognizing the week of June 24–28, 2024, as "Boys & Girls Club of Nassau County Week". Nassau County Boys & Girls Club Senior Area Director Ms. Jamie Thompson and Senior Service Director Mrs. Sherryl Smith will be in attendance to accept.*

4.2 **PROCLAMATION - "CHRISTIAN HERITAGE DAY"** - *Recognizing June 29, 2024, as "Christian Heritage Day" in Fernandina Beach. Judge John M. Meisburg will be in attendance to accept the Proclamation.*

4.3 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will review the May 2024 budget summary and answer any questions.*

5. CONSENT AGENDA

5.1 **APPROVAL OF MINUTES** - *Community Redevelopment Agency - April 16, 2024; City Commission Regular Meeting - April 16, 2024; City Commission Workshop - May 7, 2024; City Commission Regular Meeting - May 7, 2024 and the City Commission Regular Meeting - May 21, 2024.*

5.2 **SCRIVENER'S ERROR CORRECTION - OPIOID SETTLEMENT EXPENDITURES** - **RESOLUTION 2024-102** APPROVING THE EXPENDITURE OF FUNDS RECEIVED IN YEAR ONE OF THE OPIOID LAWSUITS SETTLEMENT AGREEMENT IN FISCAL YEAR 2024/25 IN THE AMOUNT OF \$38,870.79; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves spending Year One settlement funds for a handheld narcotics analyzer for the City's police department.*

5.3 **(INFORMATIONAL ONLY) BEACH RENOURISHMENT TEMPORARY EASEMENT** - **RESOLUTION 2024-104** APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Provides for the public the full language of the Resolution and backup materials that the City Commission*

approved as an emergency item at their June 4, 2024, Regular Meeting.

6. RESOLUTIONS

- 6.1 **EMPLOYMENT AGREEMENT - INTERIM CITY MANAGER - RESOLUTION 2024-105** APPROVING AN EMPLOYMENT AGREEMENT WITH JEREMIAH GLISSON FOR EMPLOYMENT AS INTERIM CITY MANAGER; AUTHORIZING EXECUTION OF DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an employment agreement for Jeremiah Glisson as Interim City Manager.*
- 6.2 **SETTLEMENT AGREEMENT - MAIN BEACH SOJOURN, LLLP ET AL. - RESOLUTION 2024-106** APPROVING A SETTLEMENT AGREEMENT WITH MAIN BEACH SOJOURN, LLLP AND COMPASS GROUP, INC. REGARDING BUILDING PERMIT FEES CHARGED BY THE CITY IN 2019 FOR CONSTRUCTION OF TWO HOTELS ON ATLANTIC AVENUE; APPROVING A REFUND OF NON-UTILITY IMPACT FEES BASED ON OVERPAYMENTS DUE TO INACCURATE SQUARE FOOTAGE CALCULATIONS; APPROVING A BUDGET TRANSFER IN THE BUILDING DEPARTMENT FOR FISCAL YEAR 2023/2024; APPROVING BUDGET TRANSFERS FROM THE POLICE, FIRE AND PUBLIC ADMINISTRATION IMPACT FEE FUNDS FOR FISCAL YEAR 2023/2024; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the refund of non-utility impact fees and interest in the amount of \$68,167.72 overpaid by Compass Group, Inc. because the Hotels Project, when completed, included less square footage than the original building plans indicated, and refunding disputed building permit fees and interest in the amount of \$444,780.82.*
- 6.3 **SETTLEMENT AGREEMENT - JAKUSZEWSKI - RESOLUTION 2024-107** APPROVING THE MEDIATION SETTLEMENT AGREEMENT IN THE CASE OF SUSAN M. JAKUSZEWSKI V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$67,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the mediated Settlement Agreement in the matter of Susan M. Jakuszewski v. City of Fernandina Beach in the amount of \$67,000.00.*
- 6.4 **SETTLEMENT AGREEMENT - GLENDA JONES - RESOLUTION 2024-108** APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF GLENDA JONES V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$70,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Settlement Agreement in the matter of Glenda Jones v. City of Fernandina Beach in the amount of \$70,000.00.*
- 6.5 **DEED OF DEDICATION - GUM STREET - RESOLUTION 2024-109** ACCEPTING A DEED OF DEDICATION FROM W.R. HOWELL COMPANY FOR 0.46 ACRES OF VACANT LAND LOCATED ON GUM STREET TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts a 0.46 acre donation of land from W.R. Howell Company for conservation purposes.*
- 6.6 **GRANT APPLICATIONS - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PIGGYBACK AGREEMENT APPROVAL WITH WOODWARD AND CURRAN INC. - RESOLUTION 2024-110** APPROVING THE PREPARATION AND SUBMISSION OF TWO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT APPLICATIONS TO SATISFY STATUTORY WATER IMPROVEMENT REQUIREMENTS; APPROVING AN AGREEMENT WITH WOODWARD & CURRAN, INC. FOR ENGINEERING, DESIGN, AND GRANT PREPARATION SERVICES BY WAY OF PIGGYBACK AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes preparation and submission of applications to the Florida Department of Environmental Protection for two water quality improvement grants in Fiscal Year 2024/2025; and approves the proposal from Woodard & Curran, Inc. to provide engineering design and grant preparation services in*

an amount not to exceed \$27,000 by way of piggyback agreement to the City of Mascotte, Florida.

- 6.7 **RIGHT-OF-WAY USE PERMIT - BEACH ACCESS 40 - RESOLUTION 2024-111 GRANTING A RIGHT-OF-WAY USE PERMIT TO RICHARD AND CELESTE JACKSON AT BEACH ACCESS 40 FOR THE PURPOSE OF PLANTING FIVE CABBAGE PALM TREES ALONG THE EXISTING BOARDWALK AND RELOCATING SANITATION RECEPTACLES FOUR FEET TO THE EAST; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a right-of-way use permit for the placement of five cabbage palm trees and allows the existing trash cans to be shifted four feet to the east of their current location at Beach Access 40, at the adjacent private property owner's expense.*
- 6.8 **AERONAUTICAL GROUND LEASE - FHB AIRCRAFT HANGARS 3, LLC - RESOLUTION 2024-112 APPROVING AN AERONAUTICAL GROUND LEASE WITH FHB AIRCRAFT HANGARS 3, LLC FOR PROPERTY LOCATED AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves an aeronautical ground lease with FHB Hangars 3, LLC to construct a hangar facility on Airport property.*
- 6.9 **CHANGE ORDER APPROVAL AND BUDGET TRANSFER - ADUDELLE INDUSTRIES - RESOLUTION 2024-113 APPROVING ADUDELLE INDUSTRIES CHANGE ORDER NO. 1 FOR THE PECK CENTER GYMNASIUM ROOF SYSTEMS RESTORATION AND REPLACEMENT; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves Aduddell Industries Change Order No. 1 for the Peck Center Gymnasium roof systems restoration and approves a budget transfer in the amount of \$36,772.00 for Project #23060.*
- 6.10 **VOLUNTARY ANNEXATION AGREEMENT - 615 ROWLAND LANE - RESOLUTION 2024-114 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.53 ACRES OF LAND LOCATED AT 615 ROWLAND LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Authorizes the extension of water and wastewater services to the property owner identified whose property is located at 615 Rowland Lane, Parcel Number: 00-00-30-0660-0020-0000, and also approves the Voluntary Annexation Petition.*

7. ORDINANCE - FIRST READING

- 7.1 **CODE AMENDMENT - ART IN PUBLIC PLACES - ORDINANCE 2024-11 AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 70, STREETS, SIDEWALKS, AND PUBLIC PLACES, BY AMENDING ARTICLE III, ART IN PUBLIC PLACES, BY AMENDING SECTION 70-151 DEFINITIONS; BY AMENDING SECTION 70-152 PROGRAM ADMINISTRATION; AMENDING SECTION 70-153 OWNERSHIP AND MAINTENANCE; AMENDING SECTION 70-154 ART IN PUBLIC PLACES FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Moves administration of the Art in Public Places Program from Arts and Culture Nassau to a shared responsibility between the Parks & Recreation Advisory Committee and the Historic District Council.*

8. BOARD APPOINTMENTS

- 8.1 **FERNANDINA BEACH HOUSING AUTHORITY - One reappointment (Elaine Roberts).**

9. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

10. INTERIM CITY MANAGER REPORTS

11. **CITY ATTORNEY REPORTS**
12. **CITY CLERK REPORTS**
13. **MAYOR/COMMISSIONER COMMENTS**
14. **ADJOURNMENT**

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A “REQUEST TO SPEAK” FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
 - AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Boys & Girls Club of Nassau County Week"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: The attached Proclamation recognizes the week of June 24–28, 2024, as "Boys & Girls Club of Nassau County Week". Nassau County Boys & Girls Club Senior Area Director Ms. Jamie Thompson and Senior Service Director Mrs. Sherryl Smith will be in attendance to accept.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kim Briley, Deputy City Clerk	6/4/2024
Jeremiah Glisson, Interim City Manager	6/4/2024

Caroline Best

Date: May 28, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Boys & Girls Clubs of America had its beginnings in 1860 with three women who believed that boys who roamed the streets should have a positive alternative. With character development as the cornerstone of the experience, the Club focused on capturing boys' interests, improving their behavior, and elevating their personal expectations and goals; and

WHEREAS, the young people of Fernandina Beach and greater Nassau County are tomorrow's leaders, as such, Nassau County has four Boys & Girls Clubs that serve more than 600 young people annually; and

WHEREAS, the Boys & Girls Clubs of Nassau County core values include child safety, academics, fair play, healthy lifestyles, and character building which stand at the forefront of instilling lifelong self-confidence and success; and

WHEREAS, through the many and proven Boys & Girls Club programs: Money Matters, SMART Moves, and Career Exploration; Club participants have an above average high school graduation rate and develop the hard and soft skills necessary to enter a competitive workforce as dependable and reliable employees of their chosen profession(s); and

WHEREAS, the Boys & Girls Clubs of Nassau County, in concert with 5,000 Clubs across the United States, celebrates National Boys & Girls Club Week annually. Collectively, these Clubs serve more than four million children and teens each year.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim June 24 through June 28, 2024, as

“BOYS & GIRLS CLUB OF NASSAU COUNTY WEEK”

And call upon all citizens to join in recognizing and commending the Boys & Girls Clubs of Nassau County for providing young people in our communities with comprehensive and effective youth development services.

IN WITNESS WHEREOF, I, Bradley M. Bean, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Christian Heritage Day

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: The attached Proclamation recognizes June 29, 2024, as Christian Heritage Day, Judge John M. Meisburg will be in attendance. This item is placed on the agenda at the request of Mayor Bradley M. Bean.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kim Briley, Deputy City Clerk	6/3/2024
Jeremiah Glisson, Interim City Manager	6/4/2024

Caroline Best

Date: June 03, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the protection of religious freedom in the United States is guaranteed to all Americans by the Constitution of the United States in the Bill of Rights First Amendment; and

WHEREAS, the Constitution of the State of Florida Preamble ordains that, "We, the people of the State of Florida, being grateful to Almighty God for our constitutional liberty, in order to secure its benefits, perfect our government, ensure domestic tranquility, maintain public order, and guarantee equal civil and political rights to all, do ordain and establish this constitution"; and

WHEREAS, the official motto of the State of Florida is “In God We Trust”; and

WHEREAS, George Washington, in his first Inaugural Address, noted that, "the propitious smiles of Heaven can never be expected to remain on a nation that disregards the eternal rules of order and right which Heaven itself has ordained;" and

WHEREAS, the Christian heritage woven into the history of our Nation is recognized in the writing and accomplishments of such renowned individuals as George Washington, Abigail and John Adams, Thomas Jefferson, James Madison, Patrick Henry, Abraham Lincoln, Harry S. Truman, Dwight D. Eisenhower and countless others; and

WHEREAS, learning about the influence of Christian heritage on American institutions and values is important and meaningful to peoples of all faiths, just as learning about the heritage of other faiths is important and meaningful to Christians; and

WHEREAS, the founders of our Country were great men and women from many religious denominations, races, and cultures, who came here from all over the world to establish a country “with liberty and justice for all,” and the Christian faith is an integral part of this rich heritage in the City of Fernandina Beach.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fernandina Beach, Florida, that Saturday, June 29, 2024, is hereby proclaimed:

“CHRISTIAN HERITAGE DAY”

And encourage all citizens to participate and celebrate by attending Christian Heritage Day events and observances.

IN WITNESS WHEREOF, I, Bradley M. Bean, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Comptroller Pauline Testagrose will review the May 2024 budget summary and answer any questions.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Pauline Testagrose, Comptroller	6/6/2024
Kim Briley, Deputy City Clerk	6/7/2024
Jeremiah Glisson, Interim City Manager	6/10/2024

Date: August 21, 2023

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

May 2024

Overall: May is the eighth month of the fiscal year 2023/2024 and represents 66.7% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of May. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor and analyze expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are 86.4% of the annual budget. This is primarily due to Property Tax receipts. The City received \$17.9M in Property Tax payments year-to-date and receipts represent 99.7% of the budget. Local Business Tax, Franchise Fees and Interest are also above the 66.7% mark. Specific revenue sources we are tracking are detailed below.

	23/24 Budget	May 24 YTD \$	May 24 YTD %	May 23 YTD \$	May 23 YTD %
Local Option Gas Tax	489,253	273,634	55.9%	321,491	73.9%
Small County Surtax	2,547,398	1,654,995	65.0%	1,578,938	78.7%
Half Cent Sales Tax	1,060,193	729,448	68.8%	729,228	73.1%
Franchise Fees	1,400,000	1,109,116	79.2%	1,065,174	76.1%
Total FY 23/24 Bud	5,496,844				
Total FY 22/23 Actual	5,812,023				
Total FY 22/23 Bud	4,838,024				

General Fund expenses are at \$19.6M or 51.9% of the budget. Currently the only department over the 66.7% mark is Human Resources, City Attorney and Non-Departmental. This is due to contractual expenses and the replacement of the City Hall Elevator, which reached the end of its useful life.

Special Revenue Funds: (100 - 190)

As was anticipated, Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue funds except for the Building Fees Fund and the Utility Tax Fund. The Building Fees Funds anticipated higher expenses due to professional services and a new permitting system. The FY2023/2024 Utility Tax Fund budget increased the transfer to the General Fund due to a higher reserve balance.

Capital Improvement Funds: (300 - 330)

The Capital Improvement Fund (300), debt service payments have been made on the Fire rescue vehicle, aerial vehicle, and pumper truck. Encumbrances and or payments have been made for downtown revitalization, IT equipment, street repaving, beach walkovers, parks, Atlantic Rec. Center windows and the Peck Center improvement projects.

Golf Course: (410)

The loan proceeds of \$715k, sale proceeds of \$206k and the purchase for the Golf Cart Fleet were received and recorded in the Month of October. The annual membership revenue is \$236k or 86.1% of the budget.

Airport: (420)

Revenue exceed expenses primarily due to rental and land lease payments. The Fire Station is due to be completed in the fiscal year 2024.

Sanitation: (440)

Year-to-date revenues exceed expenses. This is due to the timing of Sanitation Services expenses. Garbage Fees revenue is lower than last year due to the change in the Waste Management contract effective January 2024.

Wastewater: (450)

Wastewater revenues exceed expenses. Wastewater Charges revenue is higher on a year-to-date basis this May versus last May by \$288,711 or 7.3%.

Water: (460)

Expenses exceed revenue year-to-date due to the Meter Replacement Project. Water Charges revenue is higher this fiscal year compared to last fiscal year by \$207,402 or 6.9%.

Stormwater: (470)

Expenses exceed revenues year to date. Budgeted repairs and maintenance to Stormwater facilities occurred in December.

Marina: (480)

The Marina revenue exceeded expenses for the month. Diesel fuel sales are strong year-to-date May and are at 73.3% of the budget. The dredging project was also completed in March.

Fleet: (510)

Expenses exceed revenues year-to-date. This is due to equipment purchases of a pickup truck from the Building Fund and a forklift. This fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 - 530)

It is anticipated in the budget that Revenues plus Cash Balance Forward exceeds Expenditures in Utility Billing and Utility Administration.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MAY 31, 2024**

66.7%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 18,031,213	\$ 17,973,732	\$ (57,481)	99.7%
Sales /Use/Fuel Taxes	3,261,651	1,928,629	(1,333,022)	59.1%
Franchise Fees	1,425,000	1,203,967	(221,033)	84.5%
Licenses/Permits	400,800	350,949	(49,851)	87.6%
Intergovernmental	1,754,648	1,180,068	(574,580)	67.3%
Charges for Services	1,839,103	989,126	(849,977)	53.8%
Fines and Forfeitures	29,500	27,338	(2,162)	92.7%
Other	362,421	362,963	542	100.1%
Subtotal	27,104,336	24,016,771	(3,087,565)	88.6%
Transfers/Reimbursements				
Bond Debt Service	-	-	-	0.0%
Utility Tax	2,500,000	1,666,667	(833,333)	66.7%
Wastewater	360,000	240,000	(120,000)	66.7%
Water	120,000	80,000	(40,000)	66.7%
Total Revenues (excluding cash balance)	30,084,336	26,003,437	(4,080,899)	86.4%
EXPENDITURES:				
City Commission	278,897	167,927	110,970	60.2%
City Clerk	728,213	479,569	248,644	65.9%
City Manager	874,711	514,966	359,745	58.9%
Finance	937,050	582,031	355,019	62.1%
Information and Technology	907,370	587,100	320,271	64.7%
Human Resources	420,508	306,805	113,703	73.0%
City Attorney	438,022	306,217	131,805	69.9%
Planning	928,516	388,950	539,566	41.9%
Planning - Greenway	264,212	104,460	159,752	39.5%
Facility Maintenance	951,283	605,144	346,139	63.6%
Police	6,737,891	4,382,512	2,355,379	65.0%
Fire	5,858,910	3,805,814	2,053,096	65.0%
Fire - Ocean Rescue	687,947	236,676	451,271	34.4%
Fire - Beach Rangers	114,488	38,003	76,485	33.2%
Building - Flood Plain	21,878	0	21,878	0.0%
Code Enforcement	385,767	236,238	149,529	61.2%
Streets	1,887,214	1,104,839	782,375	58.5%
Downtown	181,254	58,894	122,360	32.5%
Public Assistance	130,000	46,917	83,083	36.1%
Library	46,632	22,848	23,784	49.0%
Recreation	5,058,835	2,370,691	2,688,144	46.9%
Parks	0	0	-	0.0%
Peck	0	0	-	0.0%
MLK Center	0	0	-	0.0%
Youth	0	0	-	0.0%
Aquatics	0	0	-	0.0%
Non-Departmental	428,654	314,171	114,483	73.3%
Contingency	153,971	0	153,971	0.0%
Transfers				
Capital Improvements	3,219,126	2,146,084	1,073,042	66.7%
Golf	250,000	166,667	83,333	66.7%
Airport	296,779	197,853	98,926	66.7%
Sanitation	40,000	26,667	13,333	66.7%
Marina	686,660	457,773	228,887	66.7%
Subtotal	32,914,788	19,655,816	13,258,972	59.7%
Encumbrances - All Departments		362,920	(362,920)	
Reserves	5,633,085	-	5,633,085	
Total Expenditures (including Encumbrances)	38,547,873	20,018,736	18,529,137	51.9%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,463,537)	5,984,702	14,448,239	
Fund Balance, October 1, 2023 (Cash Balance)				
Unrestricted	8,463,537	8,463,537	-	
Fund Balance, May 31, 2024	\$ -	\$ 14,448,239	\$ 14,448,239	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MAY 31, 2024**

66.7%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 3,547	\$ 561	\$ (2,986)	15.8%
110 Federal Forfeiture	54,155	9,937	(44,218)	18.3%
125 Tree Trust	390,141	54,979	(335,162)	14.1%
126 Historic District (HDC)	83,646	7,035	(76,611)	8.4%
130 CDBG - Economic Development	107,414	-	(107,414)	0.0%
135 Land Conservation Trust	84,647	493	(84,154)	0.6%
140 Building Fees Fund	3,282,702	592,667	(2,690,035)	18.1%
145 Wastewater Capacity Fees	1,342,231	240,171	(1,102,060)	17.9%
146 Water Capacity Fees	108,804	33,973	(74,831)	31.2%
150 Utility Tax	2,984,852	1,500,830	(1,484,022)	50.3%
170 Cemetery	1,559,956	195,049	(1,364,907)	12.5%
180 Community Redevelopment Area	1,231,769	5,680	(1,226,089)	0.5%
190 Law Enforcement Recovery	340,199	182,078	(158,121)	53.5%
Total Revenues	\$ 11,574,063	\$ 2,823,453	\$ (8,750,610)	24.4%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 3,547	-	\$ 3,547	0.0%
110 Federal Forfeiture	54,155	18,503	35,652	34.2%
125 Tree Trust	390,141	53,799	336,342	13.8%
126 Historic District (HDC)	83,646	3,869	79,777	4.6%
130 CDBG - Economic Development	107,414	467	106,947	0.4%
135 Land Conservation Trust	84,647	551	84,096	0.7%
140 Building Fees Fund	3,282,702	890,715	2,391,987	27.1%
145 Wastewater Impact Fees	1,342,231	208,338	1,133,893	15.5%
146 Water Impact Fees	108,804	16,667	92,137	15.3%
150 Utility Tax	2,984,852	1,666,667	1,318,185	55.8%
170 Cemetery	1,559,956	86,049	1,473,907	5.5%
180 Community Redevelopment Area	1,231,769	45,005	1,186,764	3.7%
190 Law Enforcement Recovery	340,199	204,724	135,475	60.2%
Total Expenditures	\$ 11,574,063	\$ 3,195,354	\$ 8,378,709	27.6%

Special Revenue Funds - amounts shown include budgeted cash balance forward and reserves.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MAY 31, 2024**

66.7%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 8,704,482	\$ 3,346,324	\$ (5,358,158)	38.4%
	Expenses				
	General Government	\$ 1,852,756	380,597	1,472,159	20.5%
	Information Technology	150,000	86,355	63,645	57.6%
	Police	-	-	-	
	Fire	1,281,855	-	1,281,855	0.0%
	Streets	1,215,000	220,577	994,423	18.2%
	Recreation	1,982,155	465,621	1,516,534	23.5%
	Parks	839,780	494,578	345,202	58.9%
	Peck	1,299,336	649,815	649,521	50.0%
	MLK	85,000	-	85,000	0.0%
	Subtotal	<u>8,745,882</u>	<u>2,297,543</u>	<u>6,448,339</u>	26.3%
	Net Revenues(Expenses)	\$ (41,400)	\$ 1,048,781	\$ (1,090,181)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,010,000	\$ 99,837	\$ (910,163)	9.9%
	Admin	1,639,290	42,552	(1,596,738)	2.6%
	Police	618,857	26,084	(592,773)	4.2%
	Fire	386,000	33,873	(352,127)	8.8%
	Sanitation	-	-	-	0.0%
	Recreation	4,733,527	334,909	(4,398,618)	7.1%
	Subtotal	<u>8,387,674</u>	<u>537,255</u>	<u>(7,850,419)</u>	6.4%
	Expenses				
	Admin	\$ 1,651,154	\$ -	\$ 1,651,154	0.0%
	Police	623,164	-	\$ 623,164	0.0%
	Fire	388,359	-	\$ 388,359	0.0%
	Recreation	5,724,997	101,620	\$ 5,623,377	1.8%
	Subtotal	<u>8,387,674</u>	<u>101,620</u>	<u>8,286,054</u>	1.2%
	Net Revenues(Expenses)	\$ -	\$ 435,635	\$ 435,635	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	\$ -	\$ -	\$ -	0.0%
	Other Grant	-	-	-	0.0%
	Interest	15,000	21,600	6,600	144.0%
	From General Fund	-	-	-	0.0%
	Cash Balance Forward	3,057,679	-	(3,057,679)	0.0%
	Subtotal	<u>3,072,679</u>	<u>21,600</u>	<u>(3,051,079)</u>	0.7%
	Expenses				
	Operating	\$ -	\$ -	\$ -	0.0%
	Admin	\$ 2,852,172	\$ 379,092	\$ 2,473,080	13.3%
	Airport	-	-	-	0.0%
	Stormwater	-	-	-	0.0%
	Marina	-	-	-	0.0%
	Recreation	-	-	-	0.0%
	Subtotal	<u>2,852,172</u>	<u>379,092</u>	<u>2,473,080</u>	13.3%
	Net Revenues(Expenses)	\$ 220,507	\$ (357,492)	\$ (577,999)	-162.1%
330	Wastewater Improvement				
	Revenues	\$ 10,241,256	\$ 458,556	\$ (9,782,700)	4.5%
	Expenses	10,241,256	3,055	10,238,201	0.0%
	Net Revenues(Expenses)	\$ -	\$ 455,501	\$ 455,501	0.0%

CAPITAL EXPANSION FUND
PRELIMINARY May

	FY22-23 BALANCE FORWARD	FY23-24 REVENUE	FY23-24 INTEREST	FY23-24 EXPENSES	FY23-24 BALANCE FORWARD
POLICE	569,210.69	26,084.16	5,046.14	-	600,340.99
FIRE	362,611.25	33,872.85	3,214.60	-	399,698.70
SANITATION	-	-	-	-	-
RECREATION/PARKS	4,168,745.95	375,621.93	36,956.54	101,620.13	4,479,704.29
ADMINISTRATION	1,568,730.12	42,551.85	13,907.02	-	1,625,188.99
	<u>6,669,298.01</u>	<u>478,130.79</u>	<u>59,124.30</u>	<u>101,620.13</u>	<u>7,104,932.97</u>

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MAY 31, 2024**

66.7%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 2,577,063	\$ 1,468,395	\$ (1,108,668)	57.0%
Operating Expense*	2,477,865	1,423,988	1,053,877	57.5%
Operating Income (Loss)	99,198	44,407	(54,791)	44.8%
Non Operating Income (Expense) & Transfers	250,000	945,430	695,430	378.2%
Change in Net Position	\$ 349,198	\$ 989,836	\$ 640,638	283.5%
Airport Fund 420				
Operating Revenues	\$ 1,007,435	\$ 760,406	\$ (247,029)	75.5%
Operating Expense*	591,875	340,613	251,262	57.5%
Operating Income (Loss)	415,560	419,792	4,232	101.0%
Non Operating Income (Expense) & Transfers	2,175,979	393,980	(1,781,999)	18.1%
Change in Net Position	\$ 2,591,539	\$ 813,772	\$ (1,777,767)	31.4%
Sanitation Fund 440				
Operating Revenues	\$ 3,870,883	\$ 2,077,150	\$ (1,793,733)	53.7%
Operating Expense*	3,784,055	1,964,100	1,819,955	51.9%
Operating Income (Loss)	86,828	113,050	26,222	130.2%
Non Operating Income (Expense) & Transfers	144,000	157,850	13,850	109.6%
Change in Net Position	\$ 230,828	\$ 270,900	\$ 40,072	117.4%
Wastewater Fund 450				
Operating Revenues	\$ 6,298,520	\$ 4,448,392	\$ (1,850,128)	70.6%
Operating Expense*	3,851,449	2,480,475	1,370,974	64.4%
Operating Income (Loss)	2,447,071	1,967,917	(479,154)	80.4%
Non Operating Income (Expense) & Transfers	(2,006,598)	(1,332,254)	674,344	66.4%
Change in Net Position	\$ 440,473	\$ 635,663	\$ 195,190	144.3%
Water Fund 460				
Operating Revenues	\$ 4,973,643	\$ 3,372,105	\$ (1,601,538)	67.8%
Operating Expense*	3,536,479	2,099,939	1,436,540	59.4%
Operating Income (Loss)	1,437,164	1,272,166	(164,998)	88.5%
Non Operating Income (Expense) & Transfers	(991,108)	(636,183)	354,925	64.2%
Change in Net Position	\$ 446,056	\$ 635,982	\$ 189,926	142.6%
Stormwater Fund 470				
Operating Revenues	\$ 970,000	\$ 669,256	\$ (300,744)	69.0%
Operating Expense*	1,165,542	561,627	603,915	48.2%
Operating Income (Loss)	(195,542)	107,628	303,170	-55.0%
Non Operating Income (Expense) & Transfers	659,051	(72,519)	(731,570)	-11.0%
Change in Net Position	\$ 463,509	\$ 35,110	\$ (428,399)	7.6%
Marina Fund 480				
Operating Revenues	\$ 3,521,697	\$ 2,393,930	\$ (1,127,767)	68.0%
Operating Expense*	2,921,446	1,851,860	1,069,586	63.4%
Operating Income (Loss)	600,251	542,069	(58,182)	90.3%
Non Operating Income (Expense) & Transfers	326,672	663,864	337,192	203.2%
Change in Net Position	\$ 926,923	\$ 1,205,933	\$ 279,010	130.1%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 1,090,065	\$ 998,379	\$ 91,686	91.6%
Airport Fund 420	4,168,759	775,502	\$ 3,393,257	18.6%
Sanitation Fund 440	20,000	-	20,000	0.0%
Wastewater Fund 450	1,560,869	618,712	942,157	39.6%
Water Fund 460	1,813,100	1,406,790	406,310	77.6%
Stormwater Fund 470	1,450,765	246,519	1,204,246	17.0%
Marina Fund 480	1,126,000	906,500	219,500	80.5%
Total Enterprise Funds	\$ 11,229,558	\$ 4,952,401	\$ 6,277,157	44.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-18,031,213.00	-18,031,213.00	-17,973,731.64	-214,067.22	0.00	-57,481.36	99.7%
001 31240		LOCAL OPTION GAS TAX					
	-489,253.00	-489,253.00	-273,633.85	-9,586.62	0.00	-215,619.15	55.9%
001 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	0.00	0.00	0.00	-115,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-2,547,398.00	-2,547,398.00	-1,654,995.08	-350,941.70	0.00	-892,402.92	65.0%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-212,139.13	-3,883.65	0.00	52,139.13	132.6%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-50.00	-50.00	-5,315.36	-535.00	0.00	5,265.36	10630.7%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	-3,000.00	-3,000.00	-2,502.50	-52.50	0.00	-497.50	83.4%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	-2,000.00	-1,507.26	-69.28	0.00	-492.74	75.4%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,030.00	-280.00	0.00	-3,970.00	33.8%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	-25,000.00	-11,313.00	-963.00	0.00	-13,687.00	45.3%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-1,109,115.93	-128,252.81	0.00	-290,884.07	79.2%
001 32340		FRANCHISE FEES GAS					
	-25,000.00	-25,000.00	-24,084.39	-3,232.68	0.00	-915.61	96.3%
001 32370		FRANCHISE FEES - SOLD WASTE					
	0.00	0.00	-70,766.40	-15,848.12	0.00	70,766.40	100.0%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	-25,000.00	-9,351.65	-9,195.91	0.00	-15,648.35	37.4%
001 32901		ZONING PLAN REVIEW					
	-90,000.00	-90,000.00	-48,975.00	-4,950.00	0.00	-41,025.00	54.4%
001 32915		ANNEXATION APP FEE					
	-2,000.00	-2,000.00	-900.00	0.00	0.00	-1,100.00	45.0%
001 32916		BOA APP FEES-COMMERCIAL					
	-5,000.00	-5,000.00	-3,500.00	0.00	0.00	-1,500.00	70.0%
001 32917		BOA APP FEES-RESIDENTIAL					
	-6,000.00	-6,000.00	-3,500.00	0.00	0.00	-2,500.00	58.3%
001 32918		ZONING CERTIFICATION FEE					
	-800.00	-800.00	-2,400.00	-100.00	0.00	1,600.00	300.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32926		PLAT APPROVAL APP FEE					
	-4,500.00	-4,500.00	-1,500.00	0.00	0.00	-3,000.00	33.3%
001 32928		REZONING APP FEE					
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32929		SITE PLAN REVIEW APP FEE					
	-24,500.00	-24,500.00	-23,500.00	0.00	0.00	-1,000.00	95.9%
001 32932		DUE DILIGENCE					
	-750.00	-750.00	-1,000.00	0.00	0.00	250.00	133.3%
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935		ADMINISTRATIVE WAIVER					
	-900.00	-900.00	-400.00	0.00	0.00	-500.00	44.4%
001 32937		LOT LINE ADJUSTMENTS					
	-3,600.00	-3,600.00	-1,500.00	0.00	0.00	-2,100.00	41.7%
001 32980		OTHER MISC PERMITS					
	0.00	0.00	-10,512.00	0.00	0.00	10,512.00	100.0%
001 32981		SPECIAL EVENT PERMITS					
	-2,500.00	-2,500.00	-2,425.00	-225.00	0.00	-75.00	97.0%
001 32982		SPECIAL BANNER PERMITS					
	-2,000.00	-2,000.00	-3,080.00	0.00	0.00	1,080.00	154.0%
001 32992		FIRE MARSHAL FEES					
	-35,000.00	-35,000.00	-3,217.74	-375.62	0.00	-31,782.26	9.2%
001 32995		ADDRESS ASSIGNMENT					
	-300.00	-300.00	-380.00	-40.00	0.00	80.00	126.7%
001 33125		JUSTICE ASSISTANCE GRANT (JAG)					
	0.00	-2,600.00	0.00	0.00	0.00	-2,600.00	.0%
001 33350		HALF-CENT SALES TAX					
	-1,060,193.00	-1,060,193.00	-729,448.06	-110,525.87	0.00	-330,744.94	68.8%
001 33400		STATE GRANT					
	-50,000.00	-50,000.00	-48,824.98	0.00	0.00	-1,175.02	97.6%
001 33512		STATE REVENUE SHARING PROCEED					
	-366,584.00	-366,584.00	-233,087.44	-29,135.93	0.00	-133,496.56	63.6%
001 33514		MOBILE HOME TAX					
	-800.00	-800.00	-568.74	-74.50	0.00	-231.26	71.1%
001 33515		ALCOHOLIC BEV LICENSE					
	-23,000.00	-23,000.00	-26,761.88	0.00	0.00	3,761.88	116.4%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	-10,000.00	-3,270.00	0.00	0.00	-6,730.00	32.7%
001 33720		SCHOOL RESOURCE OFFICER					
	-178,346.00	-178,346.00	-138,106.55	-16,913.67	0.00	-40,239.45	77.4%
001 33721		DEA REIMBURSEMENT					
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-201,000.00	-201,000.00	-60,441.38	0.00	0.00	-140,558.62	30.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33910		OCEAN,HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34140		REIMBURSEMENT FOR LEGAL EXP					
	-10,500.00	-10,500.00	0.00	0.00	0.00	-10,500.00	.0%
001 34260		AMBULANCE SERVICES					
	-664,003.00	-664,003.00	-305,365.50	0.00	0.00	-358,637.50	46.0%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	0.00	0.00	-2,520.00	-2,520.00	0.00	2,520.00	100.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-350,000.00	-350,000.00	-170,005.41	-17,817.73	0.00	-179,994.59	48.6%
001 34701		TRUST ACTIVITIES TAXABLE					
	-43,000.00	-43,000.00	-58,035.36	-6,405.69	0.00	15,035.36	135.0%
001 34702		PARKS TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-8,545.08	-1,154.00	0.00	-3,454.92	71.2%
001 34703		PARKS TRUST TAXABLE					
	-8,000.00	-8,000.00	-13,175.74	-873.00	0.00	5,175.74	164.7%
001 34704		RENTALS NON-TAXABLE					
	-4,000.00	-4,000.00	-2,695.00	-160.00	0.00	-1,305.00	67.4%
001 34705		SOFTBALL COMPLEX					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
001 34720		RENTALS					
	-5,000.00	-5,000.00	-11,946.00	-700.00	0.00	6,946.00	238.9%
001 34721		PECK RENTS					
	-3,000.00	-3,000.00	-3,818.00	0.00	0.00	818.00	127.3%
001 34722		PECK RENTS NON-TAXABLE					
	-25,000.00	-25,000.00	-20,623.61	-2,165.98	0.00	-4,376.39	82.5%
001 34723		PECK TRUST TAXABLE					
	-10,000.00	-10,000.00	-9,766.74	-5,196.58	0.00	-233.26	97.7%
001 34724		PECK TRUST NON-TAXABLE					
	-10,000.00	-10,000.00	-5,691.00	-1,625.00	0.00	-4,309.00	56.9%
001 34725		MLK RENTS					
	-4,500.00	-4,500.00	-2,430.00	-450.00	0.00	-2,070.00	54.0%
001 34726		MLK RENTS NON-TAXABLE					
	-1,000.00	-1,000.00	-150.00	0.00	0.00	-850.00	15.0%
001 34728		MLK TRUST NON-TAXABLE					
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 34730		YOUTH TRUST ACTIVITIES					
	-14,000.00	-14,000.00	-12,741.00	-137.00	0.00	-1,259.00	91.0%
001 34731		YOUTH CAMPS					
	-290,000.00	-290,000.00	-155,174.00	-8,167.00	0.00	-134,826.00	53.5%
001 34740		AQUATICS TRUST TAXABLE					
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-100,000.00	-100,000.00	-70,373.20	-13,948.95	0.00	-29,626.80	70.4%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34742		SWIMMING POOLS					
	-60,000.00	-60,000.00	-52,837.21	-8,395.46	0.00	-7,162.79	88.1%
001 34743		SWIMMING POOLS NON-TAXABLE					
	-12,000.00	-12,000.00	-19,684.00	-9,228.50	0.00	7,684.00	164.0%
001 34745		GREENWAY					
	-2,500.00	-2,500.00	-130.00	0.00	0.00	-2,370.00	5.2%
001 35100		COURT CASES GENERAL FUND					
	-8,500.00	-8,500.00	-5,939.68	-956.71	0.00	-2,560.32	69.9%
001 35110		FINES/FORFEITURES					
	0.00	0.00	-73.00	0.00	0.00	73.00	100.0%
001 35115		PARKING TICKETS					
	-15,000.00	-15,000.00	-15,887.00	-4,330.00	0.00	887.00	105.9%
001 35116		POLICE CITATIONS					
	0.00	0.00	-500.00	-100.00	0.00	500.00	100.0%
001 35120		POLICE EDUCATION					
	-1,200.00	-1,200.00	-990.29	-187.63	0.00	-209.71	82.5%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-4,800.00	-4,800.00	-3,948.43	-225.00	0.00	-851.57	82.3%
001 36110		INTEREST					
	-212,000.00	-212,000.00	-249,828.84	-31,831.11	0.00	37,828.84	117.8%
001 36120		UNREALIZED GAIN					
	0.00	0.00	-8,747.44	264.16	0.00	8,747.44	100.0%
001 36210		RENTS					
	-3,500.00	-3,500.00	-1,000.00	0.00	0.00	-2,500.00	28.6%
001 36215		RENTS NON-TAXABLE					
	-23,800.00	-23,800.00	-20,541.79	-2,281.31	0.00	-3,258.21	86.3%
001 36990		OTHER REVENUE					
	-35,851.00	-35,851.00	-33,613.91	-4,107.80	0.00	-2,237.09	93.8%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-49,000.00	0.00	0.00	49,000.00	100.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-96.00	-12.00	0.00	-4.00	96.0%
001 36998		STATE OF FLORIDA - FDOT					
	-65,170.00	-65,170.00	0.00	0.00	0.00	-65,170.00	.0%
001 38215		FROM UTILITY TAX					
	-2,500,000.00	-2,500,000.00	-1,666,666.68	-208,333.33	0.00	-833,333.32	66.7%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-240,000.00	-30,000.00	0.00	-120,000.00	66.7%
001 38246		FROM WATER OPERATIONS					
	-120,000.00	-120,000.00	-80,000.00	-10,000.00	0.00	-40,000.00	66.7%
001 38910		CASH BALANCE FORWARD					
	-8,463,537.00	-8,463,537.00	0.00	0.00	0.00	-8,463,537.00	.0%
TOTAL GENERAL FUND							
	-38,533,773.00	-38,536,373.00	-26,000,324.87	-1,270,294.70	0.00	-12,536,048.13	67.5%
TOTAL REVENUES							
	-38,533,773.00	-38,536,373.00	-26,000,324.87	-1,270,294.70	0.00	-12,536,048.13	



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

0011310	INFORMATION TECHNOLOGY	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011310 INFORMATION TECHNOLOGY								
0011310 36993	YOUTH ADVISORY COMM DONATIONS	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL INFORMATION TECHNOLOGY		-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL REVENUES		-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	
0012200 FIRE								
0012200 34292	PROGRAM REVENUES	0.00	0.00	-2,921.36	-453.36	0.00	2,921.36	100.0%
0012200 34295	OTHER PUBLIC SAFETY	0.00	0.00	-56.07	0.00	0.00	56.07	100.0%
0012200 36993	DONATIONS/CONTRIBUTIONS	-7,000.00	-7,000.00	-135.00	-65.00	0.00	-6,865.00	1.9%
TOTAL FIRE		-7,000.00	-7,000.00	-3,112.43	-518.36	0.00	-3,887.57	44.5%
TOTAL REVENUES		-7,000.00	-7,000.00	-3,112.43	-518.36	0.00	-3,887.57	
GRAND TOTAL		-38,545,273.00	-38,547,873.00	-26,003,437.30	-1,270,813.06	0.00	-12,544,435.70	67.5%

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Revenue	Amount	% Used
Revised Budget	(\$38,547,873.00)	67.5%
Less: Cash Balance Forward		
38910	8,463,537.00	
38911	.00	
Revised Budget excluding Cash	(\$30,084,336.00)	
YTD Actual Revenue	(\$26,003,437.30)	86.4%

Revised Budget excluding Cash	(\$30,084,336.00)
Less: YTD Expenditures	<u>19,655,815.69</u>
Net (Revenues) Expenditures	(\$10,428,520.31)



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION							
278,897.00		278,897.00	167,927.41	18,295.89	0.00	110,969.59	60.2%
0011200 CITY CLERK							
663,762.00		728,213.00	479,568.83	63,257.03	675.00	247,969.17	65.9%
0011210 CITY MANAGER							
811,065.00		874,711.00	514,966.18	65,777.28	18,043.00	341,701.82	60.9%
0011300 FINANCE							
887,175.00		937,050.00	582,031.30	87,170.32	0.00	355,018.70	62.1%
0011310 INFORMATION TECHNOLOGY							
975,645.00		907,370.00	587,099.50	96,914.71	0.00	320,270.50	64.7%
0011350 HUMAN RESOURCES							
420,508.00		420,508.00	306,805.40	65,477.16	139.00	113,563.60	73.0%
0011400 CITY ATTORNEY							
438,022.00		438,022.00	306,217.38	53,916.48	0.00	131,804.62	69.9%
0011500 PLANNING							
878,166.00		928,516.00	388,950.18	52,837.95	123,304.00	416,261.82	55.2%
0011501 PLANNING GREENWAY							
264,212.00		264,212.00	104,459.91	17,051.23	30,404.00	129,348.09	51.0%
0011910 NON DEPARTMENTAL							
428,654.00		428,654.00	314,171.28	47,406.88	0.00	114,482.72	73.3%
0011930 FACILITIES MAINTENANCE							
942,269.00		951,283.00	605,143.88	96,128.12	0.00	346,139.12	63.6%
0012100 POLICE							
6,735,291.00		6,737,891.00	4,382,511.87	674,760.30	67,309.96	2,288,069.17	66.0%
0012200 FIRE							
5,858,910.00		5,858,910.00	3,805,813.98	574,076.06	32,087.13	2,021,008.89	65.5%
0012201 FIRE OCEAN RESCUE							
687,947.00		687,947.00	236,676.07	70,332.69	12,000.00	439,270.93	36.1%
0012202 FIRE BEACH RANGERS							
114,488.00		114,488.00	38,002.88	9,962.42	0.00	76,485.12	33.2%
0012400 BUILDING / PERMITTING							
21,878.00		21,878.00	0.00	0.00	0.00	21,878.00	.0%
0012420 CODE ENFORCEMENT							
385,767.00		385,767.00	236,237.53	33,875.99	0.00	149,529.47	61.2%
0014100 STREETS							
1,900,221.00		1,887,214.00	1,104,839.42	151,421.88	14,106.10	768,268.48	59.3%
0015200 DOWNTOWN							
166,254.00		181,254.00	58,894.19	17,159.04	16,685.00	105,674.81	41.7%
0015640 PUBLIC ASSISTANCE							
130,000.00		130,000.00	46,916.68	0.00	0.00	83,083.32	36.1%
0017100 LIBRARY							
46,632.00		46,632.00	22,847.72	2,816.70	0.00	23,784.28	49.0%
0017200 RECREATION							
5,129,664.00		5,058,835.00	2,370,617.45	422,573.29	48,167.02	2,640,050.53	47.8%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

0017220 PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017220 PECK	0.00	0.00	73.29	-286.79	0.00	-73.29	100.0%
0017225 MLK CENTER	0.00	0.00	0.00	-276.84	0.00	0.00	.0%
0018100 INTERFUND TRANSFERS OUT	4,492,565.00	4,492,565.00	2,995,043.36	374,380.41	0.00	1,497,521.64	66.7%
0018200 CONTINGENCIES	254,196.00	153,971.00	0.00	0.00	0.00	153,971.00	.0%
0018300 RESERVES	5,633,085.00	5,633,085.00	0.00	0.00	0.00	5,633,085.00	.0%
GRAND TOTAL	38,545,273.00	38,547,873.00	19,655,815.69	2,995,028.20	362,920.21	18,529,137.10	51.9%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 36110		INTEREST					
	-25.00	-25.00	-22.73	-3.04	0.00	-2.27	90.9%
100 36990		OTHER REVENUE					
	0.00	0.00	-538.46	0.00	0.00	538.46	100.0%
100 38910		CASH BALANCE FORWARD					
	-3,522.00	-3,522.00	0.00	0.00	0.00	-3,522.00	.0%
100 59990		RESERVE					
	3,547.00	3,547.00	0.00	0.00	0.00	3,547.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-561.19	-3.04	0.00	561.19	100.0%
	TOTAL REVENUES						
	-3,547.00	-3,547.00	-561.19	-3.04	0.00	-2,985.81	
	TOTAL EXPENSES						
	3,547.00	3,547.00	0.00	0.00	0.00	3,547.00	
	GRAND TOTAL						
	0.00	0.00	-561.19	-3.04	0.00	561.19	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-2,500.00	-2,500.00	-3,056.64	-1,126.14	0.00	556.64	122.3%
110 36110		INTEREST					
	-300.00	-300.00	-430.12	-50.73	0.00	130.12	143.4%
110 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,450.00	0.00	0.00	6,450.00	100.0%
110 38910		CASH BALANCE FORWARD					
	-51,355.00	-51,355.00	0.00	0.00	0.00	-51,355.00	.0%
110 55200		OPERATING SUPPLIES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
110 56401		EQUIP-NON CAPITAL					
	0.00	18,503.00	18,502.89	0.00	0.00	0.11	100.0%
110 59990		RESERVE					
	39,155.00	20,652.00	0.00	0.00	0.00	20,652.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	8,566.13	-1,176.87	0.00	-8,566.13	100.0%
	TOTAL REVENUES						
	-54,155.00	-54,155.00	-9,936.76	-1,176.87	0.00	-44,218.24	
	TOTAL EXPENSES						
	54,155.00	54,155.00	18,502.89	0.00	0.00	35,652.11	
	GRAND TOTAL						
	0.00	0.00	8,566.13	-1,176.87	0.00	-8,566.13	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219		TREE TRUST FUND RESERVE					
	-130,000.00	-130,000.00	-51,900.00	-4,800.00	0.00	-78,100.00	39.9%
125 36110		INTEREST					
	-5,000.00	-5,000.00	-3,079.25	-387.29	0.00	-1,920.75	61.6%
125 38910		CASH BALANCE FORWARD					
	-255,141.00	-255,141.00	0.00	0.00	0.00	-255,141.00	.0%
125 51200		SALARIES					
	24,255.00	24,255.00	16,189.01	3,128.64	0.00	8,065.99	66.7%
125 52100		FICA					
	1,716.00	1,716.00	1,166.00	229.70	0.00	550.00	67.9%
125 52200		RETIREMENT					
	5,195.00	5,195.00	3,466.07	670.15	0.00	1,728.93	66.7%
125 52300		HEALTH INSUR					
	4,724.00	4,724.00	2,987.36	373.42	0.00	1,736.64	63.2%
125 52301		LIFE INSUR					
	89.00	89.00	62.55	7.82	0.00	26.45	70.3%
125 52400		WORKERS' COMP					
	586.00	586.00	390.68	48.83	0.00	195.32	66.7%
125 53100		PROFESSIONAL SERVICES					
	114,100.00	114,100.00	0.00	0.00	0.00	114,100.00	.0%
125 54970		PROGRAM COSTS					
	162,000.00	162,000.00	29,350.89	17,632.40	0.00	132,649.11	18.1%
125 55200		OPERATING SUPPLIES					
	66,750.00	66,750.00	186.36	186.36	0.00	66,563.64	.3%
125 59990		RESERVE					
	10,726.00	10,726.00	0.00	0.00	0.00	10,726.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND							
	0.00	0.00	-1,180.33	17,090.03	0.00	1,180.33	100.0%
TOTAL REVENUES							
	-390,141.00	-390,141.00	-54,979.25	-5,187.29	0.00	-335,161.75	
TOTAL EXPENSES							
	390,141.00	390,141.00	53,798.92	22,277.32	0.00	336,342.08	
GRAND TOTAL							
	0.00	0.00	-1,180.33	17,090.03	0.00	1,180.33	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924		HDC APPLICATION FEE					
	-11,000.00	-11,000.00	-6,375.00	-825.00	0.00	-4,625.00	58.0%
126 32931		HDC VARIANCE					
	-1,700.00	-1,700.00	0.00	0.00	0.00	-1,700.00	.0%
126 36110		INTEREST					
	0.00	0.00	-660.46	-84.11	0.00	660.46	100.0%
126 38910		CASH BALANCE FORWARD					
	-70,946.00	-70,946.00	0.00	0.00	0.00	-70,946.00	.0%
126 53100		PROFESSIONAL SERVICES					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
126 54970		PROGRAM COSTS					
	57,000.00	57,000.00	3,868.92	3,868.92	0.00	53,131.08	6.8%
126 59990		RESERVE					
	24,646.00	24,646.00	0.00	0.00	0.00	24,646.00	.0%
TOTAL HDC SPECIAL REVENUE FUND							
	0.00	0.00	-3,166.54	2,959.81	0.00	3,166.54	100.0%
TOTAL REVENUES							
	-83,646.00	-83,646.00	-7,035.46	-909.11	0.00	-76,610.54	
TOTAL EXPENSES							
	83,646.00	83,646.00	3,868.92	3,868.92	0.00	79,777.08	
GRAND TOTAL							
	0.00	0.00	-3,166.54	2,959.81	0.00	3,166.54	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110		INTEREST					
	-500.00	-500.00	466.25	0.00	0.00	-966.25	-93.3%
130 38910		CASH BALANCE FORWARD					
	-106,914.00	-106,914.00	0.00	0.00	0.00	-106,914.00	.0%
130 56300 24003		ALACHUA ST EXTENSION					
	107,414.00	107,414.00	0.00	0.00	0.00	107,414.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	466.25	0.00	0.00	-466.25	100.0%
	TOTAL REVENUES						
	-107,414.00	-107,414.00	466.25	0.00	0.00	-107,880.25	
	TOTAL EXPENSES						
	107,414.00	107,414.00	0.00	0.00	0.00	107,414.00	
	GRAND TOTAL						
	0.00	0.00	466.25	0.00	0.00	-466.25	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110		INTEREST					
	-1,000.00	-1,000.00	-493.32	-62.28	0.00	-506.68	49.3%
135 38910		CASH BALANCE FORWARD					
	-83,647.00	-83,647.00	0.00	0.00	0.00	-83,647.00	.0%
135 56100		LAND					
	84,647.00	84,647.00	551.41	551.41	0.00	84,095.59	.7%
TOTAL LAND CONSERVATION TRUST	0.00	0.00	58.09	489.13	0.00	-58.09	100.0%
	TOTAL REVENUES						
	-84,647.00	-84,647.00	-493.32	-62.28	0.00	-84,153.68	
	TOTAL EXPENSES						
	84,647.00	84,647.00	551.41	551.41	0.00	84,095.59	
	GRAND TOTAL						
	0.00	0.00	58.09	489.13	0.00	-58.09	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND							
140 32200		BUILDING PERMITS					
	-600,000.00	-600,000.00	-432,671.18	-54,232.09	0.00	-167,328.82	72.1%
140 32202		BUILDING PERMIT-CONSTRUCTION					
	-229,048.00	-229,048.00	-1,665.00	-795.00	0.00	-227,383.00	.7%
140 32203		BUILDING PERMIT-DEMOLITION					
	-2,000.00	-2,000.00	-383.00	0.00	0.00	-1,617.00	19.2%
140 32206		BUILDING PERMIT-AFTER THE FACT					
	-2,000.00	-2,000.00	-6,174.20	-200.00	0.00	4,174.20	308.7%
140 32207		BUILDING PERMIT-REINSPECTION					
	-10,000.00	-10,000.00	-2,900.00	-150.00	0.00	-7,100.00	29.0%
140 32208		BUILDING PERMIT-2ND REINSPECT					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32211		BUILDING PERMIT-FENCING					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903		SIGN PERMITS					
	-2,000.00	-2,000.00	-2,516.00	-164.00	0.00	516.00	125.8%
140 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	-60,000.00	-75.00	0.00	0.00	-59,925.00	.1%
140 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	-8,500.00	-75.00	0.00	0.00	-8,425.00	.9%
140 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-9,942.00	-1,267.00	0.00	-4,058.00	71.0%
140 32909		GAS PERMITS-LP INSTALLATION					
	-5,000.00	-5,000.00	-2,775.00	-225.00	0.00	-2,225.00	55.5%
140 32911		MECHANICAL					
	-38,285.00	-38,285.00	-10,400.00	-2,450.00	0.00	-27,885.00	27.2%
140 32912		PLUMBING PERMITS					
	-5,000.00	-5,000.00	-3,350.00	-350.00	0.00	-1,650.00	67.0%
140 32960		ADMINISTRATION COST BLDING SU					
	-4,500.00	-4,500.00	-1,628.46	0.00	0.00	-2,871.54	36.2%
140 32980		OTHER MISC PERMITS					
	-25,000.00	-25,000.00	-20,630.00	-3,750.00	0.00	-4,370.00	82.5%
140 36110		INTEREST					
	-30,000.00	-30,000.00	-17,482.02	-2,011.52	0.00	-12,517.98	58.3%
140 36992		GAIN ON SALE OF ASSET					
	-80,000.00	-80,000.00	-80,000.00	0.00	0.00	0.00	100.0%
140 38910		CASH BALANCE FORWARD					
	-2,165,369.00	-2,165,369.00	0.00	0.00	0.00	-2,165,369.00	.0%
140 51200		SALARIES					
	483,578.00	483,578.00	306,905.06	55,897.23	0.00	176,672.94	63.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51350		PART-TIME					
	18,959.00	18,959.00	15,856.29	3,039.17	0.00	3,102.71	83.6%
140 51400		OVERTIME					
	12,000.00	12,000.00	72.56	0.00	0.00	11,927.44	.6%
140 52100		FICA					
	37,912.00	37,912.00	23,921.69	4,398.86	0.00	13,990.31	63.1%
140 52200		RETIREMENT					
	104,993.00	104,993.00	65,882.35	11,973.23	0.00	39,110.65	62.7%
140 52300		HEALTH INSUR					
	79,469.00	79,469.00	53,890.96	7,214.64	0.00	25,578.04	67.8%
140 52301		LIFE INSUR					
	1,863.00	1,863.00	1,186.84	155.99	0.00	676.16	63.7%
140 52400		WORKERS' COMP					
	8,213.00	8,213.00	5,475.32	684.42	0.00	2,737.68	66.7%
140 53100		PROFESSIONAL SERVICES					
	485,200.00	485,200.00	308,548.28	47,192.68	51,625.89	125,025.83	74.2%
140 53400		CONTRACTUAL					
	330,716.00	330,716.00	42,436.23	804.50	0.00	288,279.77	12.8%
140 54000		TRAINING/TRAVEL					
	38,745.00	38,745.00	4,550.56	1,490.56	0.00	34,194.44	11.7%
140 54100		COMM - PHONE/FAX/ALARM					
	1,356.00	1,356.00	1,056.00	0.00	0.00	300.00	77.9%
140 54101		COMMUNICATIONS-CELLULAR					
	9,000.00	9,000.00	5,030.37	524.67	0.00	3,969.63	55.9%
140 54103		COMMUNICATIONS-INTERNET					
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500		INSURANCE					
	35,071.00	35,071.00	23,380.68	2,922.58	0.00	11,690.32	66.7%
140 54611		R/M FACILITIES					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
140 54620		R/M EQUIPMENT					
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	532.50	225.00	0.00	467.50	53.3%
140 54640		R/M VEHICLES-PARTS					
	1,500.00	1,500.00	371.69	87.19	0.00	1,128.31	24.8%
140 54700		PRINTING					
	8,000.00	8,000.00	2,918.80	2,387.36	0.00	5,081.20	36.5%
140 54930		COLLECTIONS/LITIGATION COSTS					
	0.00	0.00	357.50	357.50	0.00	-357.50	100.0%
140 54934		LEGAL/CONTRACTUAL					
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100		OFFICE SUPPLIES					
	8,000.00	8,000.00	3,434.40	252.24	0.00	4,565.60	42.9%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55200		OPERATING SUPPLIES					
	14,840.00	14,840.00	6,293.05	85.50	0.00	8,546.95	42.4%
140 55210		UNIFORMS					
	1,100.00	1,100.00	600.00	0.00	0.00	500.00	54.5%
140 55230		GAS/OIL					
	3,000.00	3,000.00	2,869.63	403.13	0.00	130.37	95.7%
140 55400		BOOKS/SUBS/DUES					
	25,000.00	25,000.00	3,078.91	0.00	0.00	21,921.09	12.3%
140 56300 24009		CH WINDOWS REPLACEMENT					
	130,000.00	130,000.00	0.00	0.00	44,500.00	85,500.00	34.2%
140 56401		NON CAP EQUIP					
	17,400.00	17,400.00	6,017.21	0.00	0.00	11,382.79	34.6%
140 56410 23041		SOFTWARE PROJECT 23041					
	470,000.00	470,000.00	6,048.00	6,048.00	244,519.00	219,433.00	53.3%
140 59990		RESERVE					
	926,277.00	926,277.00	0.00	0.00	0.00	926,277.00	.0%
TOTAL BUILDING FEES FUND	0.00	0.00	298,048.02	80,549.84	340,644.89	-638,692.91	100.0%
TOTAL REVENUES	-3,282,702.00	-3,282,702.00	-592,666.86	-65,594.61	0.00	-2,690,035.14	
TOTAL EXPENSES	3,282,702.00	3,282,702.00	890,714.88	146,144.45	340,644.89	2,051,342.23	
GRAND TOTAL	0.00	0.00	298,048.02	80,549.84	340,644.89	-638,692.91	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER CAPACITY							
145 36110		INTEREST					
	-10,800.00	-10,800.00	-6,632.98	-839.13	0.00	-4,167.02	61.4%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-196,612.00	-196,612.00	-220,448.25	-7,646.67	0.00	23,836.25	112.1%
145 36311		IMPACT FEES- UNINCORPORATED					
	-111,772.00	-111,772.00	-13,089.83	-116.57	0.00	-98,682.17	11.7%
145 38910		CASH BALANCE FORWARD					
	-1,023,047.00	-1,023,047.00	0.00	0.00	0.00	-1,023,047.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	312,507.00	312,507.00	208,338.00	26,042.25	0.00	104,169.00	66.7%
145 59990		RESERVE					
	1,029,724.00	1,029,724.00	0.00	0.00	0.00	1,029,724.00	.0%
TOTAL WASTEWATER CAPACITY							
	0.00	0.00	-31,833.06	17,439.88	0.00	31,833.06	100.0%
TOTAL REVENUES							
	-1,342,231.00	-1,342,231.00	-240,171.06	-8,602.37	0.00	-1,102,059.94	
TOTAL EXPENSES							
	1,342,231.00	1,342,231.00	208,338.00	26,042.25	0.00	1,133,893.00	
GRAND TOTAL							
	0.00	0.00	-31,833.06	17,439.88	0.00	31,833.06	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER CAPACITY							
146 36110		INTEREST					
	-500.00	-500.00	-182.12	-27.17	0.00	-317.88	36.4%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-78,778.00	-78,778.00	-29,933.41	-1,719.12	0.00	-48,844.59	38.0%
146 36311		IMPACT FEES- UNINCORPORATED					
	-30,284.00	-30,284.00	-3,857.20	-74.15	0.00	-26,426.80	12.7%
146 38910		CASH BALANCE FORWARD					
	758.00	758.00	0.00	0.00	0.00	758.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	25,000.00	25,000.00	16,666.68	2,083.33	0.00	8,333.32	66.7%
146 59990		RESERVE					
	83,804.00	83,804.00	0.00	0.00	0.00	83,804.00	.0%
TOTAL WATER CAPACITY							
	0.00	0.00	-17,306.05	262.89	0.00	17,306.05	100.0%
TOTAL REVENUES							
	-108,804.00	-108,804.00	-33,972.73	-1,820.44	0.00	-74,831.27	
TOTAL EXPENSES							
	108,804.00	108,804.00	16,666.68	2,083.33	0.00	92,137.32	
GRAND TOTAL							
	0.00	0.00	-17,306.05	262.89	0.00	17,306.05	100.0%
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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410							
	-1,025,000.00	ELECTRIC MUNICIPAL TAX -1,025,000.00	-718,506.88	-83,379.98	0.00	-306,493.12	70.1%
150 31420							
	-920,066.00	TELEPHONE MUNICIPAL TAX -920,066.00	-651,128.72	-83,342.81	0.00	-268,937.28	70.8%
150 31430							
	0.00	WATER MUNICIPAL TAX 0.00	-7.17	0.00	0.00	7.17	100.0%
150 31440							
	-220,500.00	GAS MUNICIPAL TAX -220,500.00	-126,031.55	-14,841.66	0.00	-94,468.45	57.2%
150 36110							
	-9,500.00	INTEREST -9,500.00	-5,155.73	-599.40	0.00	-4,344.27	54.3%
150 38910							
	-809,786.00	CASH BALANCE FORWARD -809,786.00	0.00	0.00	0.00	-809,786.00	.0%
150 59100							
	2,500,000.00	TRANSFER TO GENERAL FUND 2,500,000.00	1,666,666.68	208,333.33	0.00	833,333.32	66.7%
150 59990							
	484,852.00	RESERVE 484,852.00	0.00	0.00	0.00	484,852.00	.0%
TOTAL UTILITY TAX							
	0.00	0.00	165,836.63	26,169.48	0.00	-165,836.63	100.0%
TOTAL REVENUES							
	-2,984,852.00	-2,984,852.00	-1,500,830.05	-182,163.85	0.00	-1,484,021.95	
TOTAL EXPENSES							
	2,984,852.00	2,984,852.00	1,666,666.68	208,333.33	0.00	1,318,185.32	
GRAND TOTAL							
	0.00	0.00	165,836.63	26,169.48	0.00	-165,836.63	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,900.00	-3,900.00	-3,195.00	-405.00	0.00	-705.00	81.9%
170 34560		MARKER SETTING FEES					
	-2,500.00	-2,500.00	-3,150.00	-360.00	0.00	650.00	126.0%
170 34570		PERPETUAL CARE					
	-50,000.00	-50,000.00	-45,928.30	-2,228.30	0.00	-4,071.70	91.9%
170 34580		SALE OF LOTS					
	-80,000.00	-80,000.00	-93,496.35	-5,059.89	0.00	13,496.35	116.9%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-27,539.99	-7,440.44	0.00	14,539.99	211.8%
170 36120		UNREALIZED GAIN					
	0.00	0.00	-21,738.85	-303.92	0.00	21,738.85	100.0%
170 38910		CASH BALANCE FORWARD					
	-154,120.00	-154,120.00	0.00	0.00	0.00	-154,120.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,256,436.00	-1,256,436.00	0.00	0.00	0.00	-1,256,436.00	.0%
170 53200		AUDITING					
	2,463.00	2,463.00	1,642.00	205.25	0.00	821.00	66.7%
170 53400		CONTRACTUAL					
	131,325.00	131,325.00	81,527.63	9,675.63	0.00	49,797.37	62.1%
170 54300		UTILITIES ELECTRIC					
	3,800.00	3,800.00	552.84	64.75	0.00	3,247.16	14.5%
170 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	92.85	13.36	0.00	907.15	9.3%
170 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	2,233.25	900.00	0.00	2,766.75	44.7%
170 54611		R/M FACILITIES					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
170 59990		RESERVE					
	111,932.00	111,932.00	0.00	0.00	0.00	111,932.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,301,936.00	1,301,936.00	0.00	0.00	0.00	1,301,936.00	.0%
TOTAL CEMETERY	0.00	0.00	-108,999.92	-4,938.56	0.00	108,999.92	100.0%
		TOTAL REVENUES					
	-1,559,956.00	-1,559,956.00	-195,048.49	-15,797.55	0.00	-1,364,907.51	
		TOTAL EXPENSES					
	1,559,956.00	1,559,956.00	86,048.57	10,858.99	0.00	1,473,907.43	
		GRAND TOTAL					
	0.00	0.00	-108,999.92	-4,938.56	0.00	108,999.92	100.0%

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City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-90,880.00	-90,880.00	0.00	0.00	0.00	-90,880.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-133,674.00	-133,674.00	0.00	0.00	0.00	-133,674.00	.0%
180 36110		INTEREST					
	-7,500.00	-7,500.00	-5,680.06	-700.39	0.00	-1,819.94	75.7%
180 38910		CASH BALANCE FORWARD					
	-999,715.00	-999,715.00	0.00	0.00	0.00	-999,715.00	.0%
180 53200		AUDITING					
	5,900.00	5,900.00	3,933.32	491.67	0.00	1,966.68	66.7%
180 53400		CONTRACTUAL					
	0.00	0.00	720.00	0.00	0.00	-720.00	100.0%
180 56300 21026		IMPROVEMENTS					
	0.00	7,347.00	7,346.90	0.00	0.00	0.10	100.0%
180 56300 24003		ALACHUA ST EXTENSION					
	765,542.00	758,195.00	22,981.76	16,040.56	26,063.80	709,149.44	6.5%
180 57100		PRINCIPAL					
	50,225.00	50,225.00	0.00	0.00	0.00	50,225.00	.0%
180 57200		INTEREST					
	20,192.00	20,192.00	10,023.26	0.00	0.00	10,168.74	49.6%
180 59990		RESERVE					
	389,910.00	389,910.00	0.00	0.00	0.00	389,910.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	39,325.18	15,831.84	26,063.80	-65,388.98	100.0%
TOTAL REVENUES							
	-1,231,769.00	-1,231,769.00	-5,680.06	-700.39	0.00	-1,226,088.94	
TOTAL EXPENSES							
	1,231,769.00	1,231,769.00	45,005.24	16,532.23	26,063.80	1,160,699.96	
GRAND TOTAL							
	0.00	0.00	39,325.18	15,831.84	26,063.80	-65,388.98	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-227,402.00	-227,402.00	-174,408.14	-28,164.66	0.00	-52,993.86	76.7%
190 36110		INTEREST					
	0.00	0.00	-1,369.70	-138.80	0.00	1,369.70	100.0%
190 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-6,300.00	0.00	0.00	6,300.00	100.0%
190 38910		CASH BALANCE FORWARD					
	-112,797.00	-112,797.00	0.00	0.00	0.00	-112,797.00	.0%
190 53400		CONTRACTUAL					
	3,000.00	3,000.00	1,435.11	212.23	0.00	1,564.89	47.8%
190 54000		TRAINING/TRAVEL					
	10,500.00	10,500.00	6,528.25	3,190.65	0.00	3,971.75	62.2%
190 54921		UNDERCOVER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200		OPERATING SUPPLIES					
	14,000.00	14,000.00	13,224.35	323.31	0.00	775.65	94.5%
190 56400		MACH/EQUIP					
	191,000.00	231,000.00	180,335.00	52,927.00	40,710.74	9,954.26	95.7%
190 56401		EQUIP-NON CAPITAL					
	0.00	3,202.00	3,201.51	0.00	0.00	0.49	100.0%
190 59990		RESERVE					
	117,699.00	74,497.00	0.00	0.00	0.00	74,497.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	22,646.38	28,349.73	40,710.74	-63,357.12	100.0%
TOTAL REVENUES	-340,199.00	-340,199.00	-182,077.84	-28,303.46	0.00	-158,121.16	
TOTAL EXPENSES	340,199.00	340,199.00	204,724.22	56,653.19	40,710.74	94,764.04	
GRAND TOTAL	0.00	0.00	22,646.38	28,349.73	40,710.74	-63,357.12	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110		INTEREST					
	-8,000.00	-8,000.00	-6,105.64	-1,106.83	0.00	-1,894.36	76.3%
230 38140		FROM WW IMPACT FEES					
	-312,507.00	-312,507.00	-208,338.00	-26,042.25	0.00	-104,169.00	66.7%
230 38141		FROM WATER IMPACT FEES					
	-25,000.00	-25,000.00	-16,666.68	-2,083.33	0.00	-8,333.32	66.7%
230 38145		FROM WASTEWATER					
	-236,598.00	-236,598.00	-157,732.00	-19,716.50	0.00	-78,866.00	66.7%
230 38146		FROM WATER					
	-1,991,895.00	-1,991,895.00	-1,327,930.00	-165,991.25	0.00	-663,965.00	66.7%
230 38910		CASH BALANCE FORWARD					
	-315,115.00	-315,115.00	0.00	0.00	0.00	-315,115.00	.0%
230 57100		PRINCIPAL					
	1,873,000.00	1,873,000.00	0.00	0.00	0.00	1,873,000.00	.0%
230 57200		INTEREST					
	880,519.00	880,519.00	440,259.35	0.00	0.00	440,259.65	50.0%
230 59990		RESERVE					
	135,596.00	135,596.00	0.00	0.00	0.00	135,596.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-1,276,512.97	-214,940.16	0.00	1,276,512.97	100.0%
TOTAL REVENUES							
	-2,889,115.00	-2,889,115.00	-1,716,772.32	-214,940.16	0.00	-1,172,342.68	
TOTAL EXPENSES							
	2,889,115.00	2,889,115.00	440,259.35	0.00	0.00	2,448,855.65	
GRAND TOTAL							
	0.00	0.00	-1,276,512.97	-214,940.16	0.00	1,276,512.97	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33210		FEDERAL GRANT					
	0.00	0.00	-13,688.91	0.00	0.00	13,688.91	100.0%
300 33400		STATE GRANT					
	-1,901,800.00	-1,901,800.00	-1,069,056.62	-414,769.02	0.00	-832,743.38	56.2%
300 33544		8TH CENT GAS TAX					
	-79,382.00	-79,382.00	-58,636.52	-7,329.57	0.00	-20,745.48	73.9%
300 33710		COUNTY GRANT					
	-74,700.00	-116,100.00	-41,400.00	-41,400.00	0.00	-74,700.00	35.7%
300 36110		INTEREST					
	-8,000.00	-8,000.00	-17,457.90	-2,237.91	0.00	9,457.90	218.2%
300 38101		FROM GENERAL FUND					
	-3,219,126.00	-3,219,126.00	-2,146,084.00	-268,260.50	0.00	-1,073,042.00	66.7%
300 38410		LOAN PROCEEDS					
	-1,231,855.00	-1,231,855.00	0.00	0.00	0.00	-1,231,855.00	.0%
300 38910		CASH BALANCE FORWARD					
	-2,189,619.00	-2,189,619.00	0.00	0.00	0.00	-2,189,619.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-8,704,482.00	-8,745,882.00	-3,346,323.95	-733,997.00	0.00	-5,399,558.05	38.3%
TOTAL REVENUES							
	-8,704,482.00	-8,745,882.00	-3,346,323.95	-733,997.00	0.00	-5,399,558.05	
GRAND TOTAL							
	-8,704,482.00	-8,745,882.00	-3,346,323.95	-733,997.00	0.00	-5,399,558.05	38.3%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ORIGINAL APPROP		REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200	BUILDING						
125,000.00	125,000.00		0.00	0.00	0.00	125,000.00	.0%
3001000 56300 23050	IMPROVEMENTS						
330,000.00	330,000.00		0.00	0.00	0.00	330,000.00	.0%
3001000 56300 24010	DOWNTOWN STREETSCAPES						
50,000.00	50,000.00		0.00	0.00	0.00	50,000.00	.0%
3001000 56300 24011	DOWNTOWN REVITALIZATION						
741,993.00	741,993.00		67,645.00	0.00	204,855.00	469,493.00	36.7%
3001000 56410 22018	SOFTWARE						
40,000.00	40,000.00		2,160.00	0.00	48,399.96	-10,559.96	126.4%
3001000 57100	PRINCIPAL						
231,001.00	231,001.00		228,923.70	0.00	0.00	2,077.30	99.1%
3001000 57200	INTEREST						
81,583.00	81,583.00		81,868.46	0.00	0.00	-285.46	100.3%
3001000 59990	RESERVE						
253,179.00	253,179.00		0.00	0.00	0.00	253,179.00	.0%
TOTAL GENERAL GOVERNMENT							
1,852,756.00	1,852,756.00		380,597.16	0.00	253,254.96	1,218,903.88	34.2%
TOTAL EXPENSES							
1,852,756.00	1,852,756.00		380,597.16	0.00	253,254.96	1,218,903.88	
3001310 CAP IMP IT							
3001310 56400	EQUIPMENT						
150,000.00	150,000.00		86,355.00	0.00	52,420.12	11,224.88	92.5%
TOTAL CAP IMP IT							
150,000.00	150,000.00		86,355.00	0.00	52,420.12	11,224.88	92.5%
TOTAL EXPENSES							
150,000.00	150,000.00		86,355.00	0.00	52,420.12	11,224.88	
3002200 CAP IMP FIRE							
3002200 56300	IMPROVEMENTS						
50,000.00	50,000.00		0.00	0.00	0.00	50,000.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

3002200	CAP IMP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3002200 56400	MACH/EQUIP	1,231,855.00	1,231,855.00	0.00	0.00	0.00	1,231,855.00	.0%
TOTAL CAP IMP FIRE		1,281,855.00	1,281,855.00	0.00	0.00	0.00	1,281,855.00	.0%
TOTAL EXPENSES		1,281,855.00	1,281,855.00	0.00	0.00	0.00	1,281,855.00	
3004100	CAP IMP STREETS							
3004100 56300 24014	BEACH ST TRAILS	125,000.00	125,000.00	5,670.00	0.00	630.00	118,700.00	5.0%
3004100 56311 24041	FY24 SIDEWALKS-GENL/MISC	150,000.00	150,000.00	18,747.02	0.00	20,450.37	110,802.61	26.1%
3004100 56320 24003	ALACHUA ST EXTENSION	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
3004100 56320 24042	FY24 STREET PAVING AND RESURFA	750,000.00	750,000.00	175,617.65	0.00	426,384.21	147,998.14	80.3%
3004100 56400	MACH/EQUIP	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
3004100 56500 20022	INFRASTRUCTURE	20,000.00	20,000.00	20,542.33	0.00	29,556.00	-30,098.33	250.5%
TOTAL CAP IMP STREETS		1,215,000.00	1,215,000.00	220,577.00	0.00	477,020.58	517,402.42	57.4%
TOTAL EXPENSES		1,215,000.00	1,215,000.00	220,577.00	0.00	477,020.58	517,402.42	
3007200	CAP IMP REC							
3007200 56300	IMPROVEMENTS	772,221.00	622,682.00	0.00	0.00	0.00	622,682.00	.0%
3007200 56300 23036	IMPROVEMENTS	30,303.00	30,303.00	1,768.51	292.28	1,280.73	27,253.76	10.1%
3007200 56300 23037	IMPROVEMENTS	126,263.00	126,263.00	29,291.09	4,840.95	21,212.34	75,759.57	40.0%
3007200 56300 23038	IMPROVEMENTS	186,869.00	186,869.00	46,664.71	7,712.30	33,794.17	106,410.12	43.1%
3007200 56300 23039	IMPROVEMENTS	404,040.00	404,040.00	108,905.88	17,998.92	78,868.66	216,265.46	46.5%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

3007200	CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56300 23040	IMPROVEMENTS	252,525.00	252,525.00	65,471.81	10,820.55	47,414.10	139,639.09	44.7%
3007200 56300 24015	IMPROVEMENTS	0.00	13,700.00	10,960.00	0.00	2,740.00	0.00	100.0%
3007200 56300 24018	TENNIS COURT REFURBISHMENT	100,000.00	109,934.00	66,720.00	66,720.00	43,214.00	0.00	100.0%
3007200 56300 24045	ARC AUDITORIUM REPOINTING	0.00	83,060.00	83,059.79	83,059.79	0.00	0.21	100.0%
3007200 56300 24046	ARC AUDITORIUM WINDOW REPLACEMENT	0.00	52,779.00	52,779.00	26,390.00	0.00	0.00	100.0%
3007200 56327	BEACH MONITORING/REPORTING	55,000.00	55,000.00	0.00	0.00	3,106.00	51,894.00	5.6%
3007200 56331 22029	BEACH RENOUR / ENGINEERING	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
TOTAL CAP IMP REC		1,972,221.00	1,982,155.00	465,620.79	217,834.79	231,630.00	1,284,904.21	35.2%
TOTAL EXPENSES		1,972,221.00	1,982,155.00	465,620.79	217,834.79	231,630.00	1,284,904.21	
3007210 PARKS IMPROVEMENTS								
3007210 56300	IMPROVEMENTS	72,000.00	13,119.00	0.00	0.00	0.00	13,119.00	.0%
3007210 56300 23008	IMPROVEMENTS	284,250.00	274,316.00	270,000.00	0.00	0.00	4,316.00	98.4%
3007210 56300 23012	IMPROVEMENTS	50,000.00	50,000.00	21,000.00	0.00	21,000.00	8,000.00	84.0%
3007210 56300 23013	IMPROVEMENTS	285,650.00	285,650.00	151,883.00	0.00	600.00	133,167.00	53.4%
3007210 56300 23027	IMPROVEMENTS	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
3007210 56300 23066	IMPR - CEMETERY FENCING	0.00	26,795.00	26,795.00	0.00	0.00	0.00	100.0%
3007210 56300 24019	LIGHTHOUSE	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	.0%
3007210 56300 24049	IMPROVEMENTS	0.00	24,900.00	24,900.00	24,900.00	0.00	0.00	100.0%
TOTAL PARKS IMPROVEMENTS		856,900.00	839,780.00	494,578.00	24,900.00	21,600.00	323,602.00	61.5%
TOTAL EXPENSES		856,900.00	839,780.00	494,578.00	24,900.00	21,600.00	323,602.00	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

3007220 CAP IMP PECK		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007220 CAP IMP PECK								
3007220 56300	IMPROVEMENTS	186,000.00	186,000.00	0.00	0.00	0.00	186,000.00	.0%
3007220 56300 23060	IMPROVEMENTS	1,064,750.00	1,064,750.00	642,628.80	425,183.40	181,906.20	240,215.00	77.4%
3007220 56300 24048	IMPROVEMENTS	0.00	7,186.00	7,186.00	0.00	0.00	0.00	100.0%
3007220 56300 24051	IMPROVEMENTS	0.00	41,400.00	0.00	0.00	4,975.00	36,425.00	12.0%
TOTAL CAP IMP PECK		1,250,750.00	1,299,336.00	649,814.80	425,183.40	186,881.20	462,640.00	64.4%
TOTAL EXPENSES		1,250,750.00	1,299,336.00	649,814.80	425,183.40	186,881.20	462,640.00	
3007225 MLK CENTER								
3007225 56300	IMPROVEMENTS	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%
TOTAL MLK CENTER		85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%
TOTAL EXPENSES		85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	
3007400 CAP IMP AQUATICS								
3007400 56300 24021	MLK POOL MODIFICATIONS	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
TOTAL CAP IMP AQUATICS		40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	.0%
TOTAL EXPENSES		40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	
GRAND TOTAL		8,704,482.00	8,745,882.00	2,297,542.75	667,918.19	1,222,806.86	5,225,532.39	40.3%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33400	0.00	0.00	-40,713.00	0.00	0.00	40,713.00	100.0%
310 33440	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
310 33710	-900,000.00	-900,000.00	0.00	0.00	0.00	-900,000.00	.0%
310 36110	-50,000.00	-50,000.00	-59,124.31	-7,632.46	0.00	9,124.31	118.2%
TOTAL CAPITAL EXPANSION	-1,010,000.00	-1,010,000.00	-99,837.31	-7,632.46	0.00	-910,162.69	9.9%
TOTAL REVENUES	-1,010,000.00	-1,010,000.00	-99,837.31	-7,632.46	0.00	-910,162.69	
3101000 CAP EXP ADMIN							
3101000 32410	-100,000.00	-100,000.00	-42,551.85	-6,912.84	0.00	-57,448.15	42.6%
3101000 38910	-1,539,290.00	-1,539,290.00	0.00	0.00	0.00	-1,539,290.00	.0%
TOTAL CAP EXP ADMIN	-1,639,290.00	-1,639,290.00	-42,551.85	-6,912.84	0.00	-1,596,738.15	2.6%
TOTAL REVENUES	-1,639,290.00	-1,639,290.00	-42,551.85	-6,912.84	0.00	-1,596,738.15	
3102100 CAP EXP POLICE							
3102100 32421	-60,000.00	-60,000.00	-26,084.16	-4,084.86	0.00	-33,915.84	43.5%
3102100 38910	-558,857.00	-558,857.00	0.00	0.00	0.00	-558,857.00	.0%
TOTAL CAP EXP POLICE	-618,857.00	-618,857.00	-26,084.16	-4,084.86	0.00	-592,772.84	4.2%
TOTAL REVENUES	-618,857.00	-618,857.00	-26,084.16	-4,084.86	0.00	-592,772.84	



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 CAP EXP FIRE							
3102200 32422	IMPACT FEES FIRE						
	-80,000.00	-80,000.00	-33,872.85	-5,655.96	0.00	-46,127.15	42.3%
3102200 38910	CASH BALANCE FORWARD						
	-306,000.00	-306,000.00	0.00	0.00	0.00	-306,000.00	.0%
TOTAL CAP EXP FIRE	-386,000.00	-386,000.00	-33,872.85	-5,655.96	0.00	-352,127.15	8.8%
TOTAL REVENUES	-386,000.00	-386,000.00	-33,872.85	-5,655.96	0.00	-352,127.15	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-650,000.00	-650,000.00	-334,908.93	-45,404.79	0.00	-315,091.07	51.5%
3107200 38910	CASH BALANCE FORWARD						
	-4,083,527.00	-4,083,527.00	0.00	0.00	0.00	-4,083,527.00	.0%
TOTAL CAP EXP RECREATION	-4,733,527.00	-4,733,527.00	-334,908.93	-45,404.79	0.00	-4,398,618.07	7.1%
TOTAL REVENUES	-4,733,527.00	-4,733,527.00	-334,908.93	-45,404.79	0.00	-4,398,618.07	
GRAND TOTAL	-8,387,674.00	-8,387,674.00	-537,255.10	-69,690.91	0.00	-7,850,418.90	6.4%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ORIGINAL APPROP		REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 59990	RESERVE						
1,651,154.00		1,651,154.00	0.00	0.00	0.00	1,651,154.00	.0%
TOTAL CAP EXP ADMIN							
1,651,154.00		1,651,154.00	0.00	0.00	0.00	1,651,154.00	.0%
TOTAL EXPENSES							
1,651,154.00		1,651,154.00	0.00	0.00	0.00	1,651,154.00	
3102100 CAP EXP POLICE							
3102100 56400	MACH/EQUIP						
10,000.00		10,000.00	0.00	0.00	0.00	10,000.00	.0%
3102100 59990	RESERVE						
613,164.00		613,164.00	0.00	0.00	0.00	613,164.00	.0%
TOTAL CAP EXP POLICE							
623,164.00		623,164.00	0.00	0.00	0.00	623,164.00	.0%
TOTAL EXPENSES							
623,164.00		623,164.00	0.00	0.00	0.00	623,164.00	
3102200 CAP EXP FIRE							
3102200 56200	BUILDING						
0.00		0.00	0.00	0.00	11,611.34	-11,611.34	100.0%
3102200 59990	RESERVE						
388,359.00		388,359.00	0.00	0.00	0.00	388,359.00	.0%
TOTAL CAP EXP FIRE							
388,359.00		388,359.00	0.00	0.00	11,611.34	376,747.66	3.0%
TOTAL EXPENSES							
388,359.00		388,359.00	0.00	0.00	11,611.34	376,747.66	
3107200 CAP EXP RECREATION							
3107200 56100 24043	YBOR ALVAREZ SOCCER COMPLEX						
1,800,000.00		1,800,000.00	11,401.25	9,068.75	148,808.75	1,639,790.00	8.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

3107200	CAP EXP RECREATION							
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
3107200 56300 23042	IMPROVEMENTS							
	120,000.00	120,000.00	60,236.22	0.00	600.00	59,163.78	50.7%	
3107200 56300 24022	BOARDWALK 35 SOUTH							
	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	.0%	
3107200 56300 24047	MLK SOFTBALL							
	0.00	27,950.00	0.00	0.00	27,950.00	0.00	100.0%	
3107200 56300 24050	IMPROVEMENTS							
	0.00	123,500.00	29,982.66	26,482.66	100,717.34	-7,200.00	105.8%	
3107200 59990	RESERVE							
	3,684,997.00	3,533,547.00	0.00	0.00	0.00	3,533,547.00	.0%	
TOTAL CAP EXP RECREATION								
	5,724,997.00	5,724,997.00	101,620.13	35,551.41	278,076.09	5,345,300.78	6.6%	
TOTAL EXPENSES								
	5,724,997.00	5,724,997.00	101,620.13	35,551.41	278,076.09	5,345,300.78		
GRAND TOTAL								
	8,387,674.00	8,387,674.00	101,620.13	35,551.41	289,687.43	7,996,366.44	4.7%	

** END OF REPORT - Generated by Ashley Butler **

See next schedule for balances by Function. The total is based on actual expenses and not budgeted projects.

CAPITAL EXPANSION FUND
PRELIMINARY May

	FY22-23 BALANCE FORWARD	FY23-24 REVENUE	FY23-24 INTEREST	FY23-24 EXPENSES	FY23-24 BALANCE FORWARD
POLICE	569,210.69	26,084.16	5,046.14	-	600,340.99
FIRE	362,611.25	33,872.85	3,214.60	-	399,698.70
SANITATION	-	-	-	-	-
RECREATION/PARKS	4,168,745.95	375,621.93	36,956.54	101,620.13	4,479,704.29
ADMINISTRATION	1,568,730.12	42,551.85	13,907.02	-	1,625,188.99
	<u>6,669,298.01</u>	<u>478,130.79</u>	<u>59,124.30</u>	<u>101,620.13</u>	<u>7,104,932.97</u>



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
315 OTHER CAPITAL IMPROVEMENTS							
315 36110		INTEREST					
	-15,000.00	-15,000.00	-21,599.97	-2,609.05	0.00	6,599.97	144.0%
315 38910		CASH BALANCE FORWARD					
	-3,057,679.00	-3,057,679.00	0.00	0.00	0.00	-3,057,679.00	.0%
315 59990		RESERVE					
	220,507.00	220,507.00	0.00	0.00	0.00	220,507.00	.0%
TOTAL OTHER CAPITAL IMPROVEMENTS	-2,852,172.00	-2,852,172.00	-21,599.97	-2,609.05	0.00	-2,830,572.03	.8%
	TOTAL REVENUES						
	-3,072,679.00	-3,072,679.00	-21,599.97	-2,609.05	0.00	-3,051,079.03	
	TOTAL EXPENSES						
	220,507.00	220,507.00	0.00	0.00	0.00	220,507.00	
3151000 OTHER CAPITAL IMPROVEMENTS							
3151000 56300 18002		IMPROVEMENTS					
	1,519,305.00	2,337,857.00	193,832.85	0.00	0.00	2,144,024.15	8.3%
3151000 56300 22013		IMPROVEMENTS					
	0.00	272,172.00	0.00	0.00	0.00	272,172.00	.0%
3151000 56300 23044		IMPROVEMENTS					
	357,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3151000 56300 23045		IMPROVEMENTS					
	350,000.00	38,448.00	33,418.97	0.00	5,029.46	-0.43	100.0%
3151000 56300 23046		IMPROVEMENTS					
	150,000.00	0.00	0.00	0.00	0.00	0.00	.0%
3151000 56300 23051		IMPROVEMENTS					
	166,434.00	30,348.00	6,920.00	4,227.50	23,427.50	0.50	100.0%
3151000 56300 23052		IMPROVEMENTS					
	166,433.00	30,347.00	6,920.00	4,227.50	23,427.50	-0.50	100.0%
3151000 56300 23059		IMPROVEMENTS					
	143,000.00	143,000.00	138,000.00	0.00	0.00	5,000.00	96.5%
TOTAL OTHER CAPITAL IMPROVEMENTS	2,852,172.00	2,852,172.00	379,091.82	8,455.00	51,884.46	2,421,195.72	15.1%
	TOTAL EXPENSES						
	2,852,172.00	2,852,172.00	379,091.82	8,455.00	51,884.46	2,421,195.72	
	GRAND TOTAL						
	0.00	0.00	357,491.85	5,845.95	51,884.46	-409,376.31	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110		INTEREST					
	-44,200.00	-44,200.00	-125,941.03	-23,530.77	0.00	81,741.03	284.9%
330 36120		UNREALIZED GAIN					
	0.00	0.00	718.06	106.43	0.00	-718.06	100.0%
330 38145		FROM WASTEWATER					
	-500,000.00	-500,000.00	-333,333.32	-41,666.67	0.00	-166,666.68	66.7%
330 38910		CASH BALANCE FORWARD					
	-9,697,056.00	-9,697,056.00	0.00	0.00	0.00	-9,697,056.00	.0%
330 56300 23005		IMPROVEMENTS					
	400,000.00	400,000.00	0.00	0.00	381,500.00	18,500.00	95.4%
330 56300 24028		FY24 WASTEWATER PLANT AUTOMATI					
	100,000.00	100,000.00	3,054.45	3,054.45	0.00	96,945.55	3.1%
330 59990		RESERVE					
	9,741,256.00	9,741,256.00	0.00	0.00	0.00	9,741,256.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-455,501.84	-62,036.56	381,500.00	74,001.84	100.0%
		TOTAL REVENUES					
	-10,241,256.00	-10,241,256.00	-458,556.29	-65,091.01	0.00	-9,782,699.71	
		TOTAL EXPENSES					
	10,241,256.00	10,241,256.00	3,054.45	3,054.45	381,500.00	9,856,701.55	
	GRAND TOTAL						
	0.00	0.00	-455,501.84	-62,036.56	381,500.00	74,001.84	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710		GREEN FEES					
	-850,000.00	-850,000.00	-469,894.22	-69,123.89	0.00	-380,105.78	55.3%
410 34713		GOLF CARTS					
	-420,000.00	-420,000.00	-232,346.85	-36,280.28	0.00	-187,653.15	55.3%
410 34714		RANGE FEES					
	-87,000.00	-87,000.00	-49,808.94	-8,180.00	0.00	-37,191.06	57.3%
410 34718		FACILITY RENTAL					
	-40,000.00	-40,000.00	-29,961.18	-29,961.18	0.00	-10,038.82	74.9%
410 34733		MEMBERSHIPS					
	-275,063.00	-275,063.00	-236,959.27	-1,228.12	0.00	-38,103.73	86.1%
410 36110		INTEREST					
	0.00	0.00	-1,505.69	0.00	0.00	1,505.69	100.0%
410 36990		OTHER REVENUE					
	0.00	0.00	-388.87	84.76	0.00	388.87	100.0%
410 36992		GAIN ON SALE OF ASSET					
	-192,000.00	-192,000.00	-206,700.00	0.00	0.00	14,700.00	107.7%
410 38101		FROM GENERAL FUND					
	-250,000.00	-250,000.00	-166,666.68	-20,833.33	0.00	-83,333.32	66.7%
410 38410		LOAN PROCEEDS					
	-834,629.00	-715,000.00	-715,000.00	0.00	0.00	0.00	100.0%
410 38910		CASH BALANCE FORWARD					
	-2,025.00	-2,025.00	0.00	0.00	0.00	-2,025.00	.0%
410 51200		SALARIES					
	518,423.00	518,423.00	248,033.75	35,460.47	0.00	270,389.25	47.8%
410 51350		PART-TIME					
	342,316.00	342,316.00	225,127.32	42,089.82	0.00	117,188.68	65.8%
410 51400		OVERTIME					
	10,000.00	10,000.00	9,243.04	191.33	0.00	756.96	92.4%
410 52100		FICA					
	65,487.00	65,487.00	40,272.47	6,509.18	0.00	25,214.53	61.5%
410 52200		RETIREMENT					
	101,182.00	101,182.00	56,168.15	7,933.66	0.00	45,013.85	55.5%
410 52300		HEALTH INSUR					
	27,178.00	27,178.00	26,159.02	2,820.04	0.00	1,018.98	96.3%
410 52301		LIFE INSUR					
	1,407.00	1,407.00	1,036.07	112.32	0.00	370.93	73.6%
410 52350		OPEB COSTS					
	794.00	794.00	529.32	66.17	0.00	264.68	66.7%
410 52400		WORKERS' COMP					
	9,128.00	9,128.00	6,085.32	760.67	0.00	3,042.68	66.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 53100		PROFESSIONAL SERVICES					
	2,000.00	2,000.00	716.52	0.00	0.00	1,283.48	35.8%
410 53200		AUDITING					
	7,389.00	7,389.00	4,926.00	615.75	0.00	2,463.00	66.7%
410 53400		CONTRACTUAL					
	17,114.00	17,114.00	10,287.94	740.39	0.00	6,826.06	60.1%
410 54000		TRAINING/TRAVEL					
	1,160.00	1,160.00	0.00	0.00	0.00	1,160.00	.0%
410 54100		COMM - PHONE/FAX/ALARM					
	2,808.00	2,808.00	1,529.88	48.78	0.00	1,278.12	54.5%
410 54101		COMMUNICATIONS-CELLULAR					
	600.00	600.00	0.00	0.00	0.00	600.00	.0%
410 54103		COMMUNICATIONS-INTERNET					
	6,010.00	6,010.00	3,235.84	416.65	0.00	2,774.16	53.8%
410 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
410 54300		UTILITIES ELECTRIC					
	72,000.00	72,000.00	42,437.18	6,146.57	0.00	29,562.82	58.9%
410 54310		UTILITIES-WATER & WASTEWATER					
	12,000.00	12,000.00	4,987.76	611.53	0.00	7,012.24	41.6%
410 54500		INSURANCE					
	33,495.00	33,495.00	22,330.00	2,791.25	0.00	11,165.00	66.7%
410 54610		R/M BLDG & GROUNDS					
	10,000.00	10,000.00	3,800.00	0.00	0.00	6,200.00	38.0%
410 54611		R/M FACILITIES					
	24,500.00	24,500.00	6,772.55	64.55	0.00	17,727.45	27.6%
410 54620		R/M EQUIPMENT					
	20,000.00	28,500.00	28,427.72	8,711.80	0.00	72.28	99.7%
410 54630		R/M VEHICLES-LABOR					
	1,000.00	1,000.00	375.00	300.00	0.00	625.00	37.5%
410 54640		R/M VEHICLES-PARTS					
	750.00	750.00	573.69	117.25	0.00	176.31	76.5%
410 54800		PROMOTIONAL					
	15,400.00	15,400.00	15,020.75	307.00	0.00	379.25	97.5%
410 55100		OFFICE SUPPLIES					
	1,300.00	1,300.00	466.71	0.00	0.00	833.29	35.9%
410 55200		OPERATING SUPPLIES					
	210,000.00	210,000.00	179,811.94	18,497.09	8,000.00	22,188.06	89.4%
410 55210		UNIFORMS					
	4,350.00	4,350.00	3,488.63	0.00	0.00	861.37	80.2%
410 55220		JANITORIAL SUPPLIES					
	1,000.00	1,000.00	16.97	0.00	0.00	983.03	1.7%
410 55230		GAS/OIL					
	40,000.00	31,500.00	11,713.29	1,975.18	0.00	19,786.71	37.2%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 55400		BOOKS/SUBS/DUES					
	8,000.00	8,000.00	200.00	0.00	0.00	7,800.00	2.5%
410 56300 24023		GOLF COURSE IRRIGATION					
	250,000.00	272,200.00	272,200.00	272,200.00	0.00	0.00	100.0%
410 56400		MACH/EQUIP					
	992,629.00	817,865.00	726,178.58	0.00	48,891.63	42,794.79	94.8%
410 57100		PRINCIPAL					
	166,920.00	124,000.00	91,000.00	33,000.00	0.00	33,000.00	73.4%
410 57200		INTEREST					
	0.00	45,026.00	23,002.66	7,974.36	0.00	22,023.34	51.1%
410 57300		FINANCING COSTS					
	0.00	30,829.00	30,829.04	0.00	0.00	-0.04	100.0%
410 59990		RESERVE					
	-31,697.00	-31,697.00	0.00	0.00	0.00	-31,697.00	.0%
TOTAL GOLF							
	-5,974.00	-5,974.00	-12,248.59	284,939.77	56,891.63	-50,617.04	-747.3%
		TOTAL REVENUES					
	-2,950,717.00	-2,831,088.00	-2,109,231.70	-165,522.04	0.00	-721,856.30	
		TOTAL EXPENSES					
	2,944,743.00	2,825,114.00	2,096,983.11	450,461.81	56,891.63	671,239.26	
4107260 GOLF TOPTRACER							
4107260 34714		RANGE FEES					
	0.00	-24,500.00	-49,808.96	-8,180.00	0.00	25,308.96	203.3%
4107260 34716		TT FOOD & BEVERAGE					
	-30,000.00	-30,000.00	-9,479.60	-1,405.50	0.00	-20,520.40	31.6%
4107260 34717		BAY RENTALS					
	-100,000.00	-75,500.00	-250.00	-30.00	0.00	-75,250.00	.3%
4107260 34790		TOPTRACER BAY SPONSORSHIP					
	-40,000.00	-40,000.00	0.00	0.00	0.00	-40,000.00	.0%
4107260 51350		PART TIME SALARIES					
	128,180.00	60,180.00	33,419.98	5,102.21	0.00	26,760.02	55.5%
4107260 51400		OVERTIME					
	0.00	0.00	1,344.84	0.00	0.00	-1,344.84	100.0%
4107260 52100		FICA					
	11,766.00	11,766.00	2,659.50	390.31	0.00	9,106.50	22.6%
4107260 52400		WORKERS' COMP					
	686.00	686.00	457.32	57.17	0.00	228.68	66.7%
4107260 54103		COMMUNICATIONS-INTERNET					
	8,300.00	8,300.00	4,824.08	636.01	0.00	3,475.92	58.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

4107260 GOLF TOPTRACER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107260 54400	RENTALS/LEASES						
	24,000.00	24,000.00	16,000.00	2,000.00	0.00	8,000.00	66.7%
4107260 54611	R/M FACILITIES						
	7,500.00	7,500.00	58.26	0.00	0.00	7,441.74	.8%
4107260 54800	PROMOTIONAL						
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
4107260 55200	OPERATING SUPPLIES						
	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	.0%
4107260 55210	UNIFORMS						
	0.00	0.00	281.70	0.00	0.00	-281.70	100.0%
4107260 55550	F&B COST OF SALES						
	6,000.00	6,000.00	2,316.35	337.00	0.00	3,683.65	38.6%
TOTAL GOLF TOPTRACER	30,932.00	-37,068.00	1,823.47	-1,092.80	0.00	-38,891.47	-4.9%
TOTAL REVENUES	-170,000.00	-170,000.00	-59,538.56	-9,615.50	0.00	-110,461.44	
TOTAL EXPENSES	200,932.00	132,932.00	61,362.03	8,522.70	0.00	71,569.97	
4107261 GOLF PRO SHOP							
4107261 34715	PRO SHOP SALES						
	-150,000.00	-150,000.00	-78,584.50	-12,273.79	0.00	-71,415.50	52.4%
4107261 34719	GOLF INSTRUCTION						
	-35,000.00	-35,000.00	-3,440.00	0.00	0.00	-31,560.00	9.8%
4107261 51350	PART TIME SALARIES						
	101,036.00	101,036.00	58,139.25	9,655.56	0.00	42,896.75	57.5%
4107261 51400	OVERTIME						
	0.00	0.00	2,108.95	0.00	0.00	-2,108.95	100.0%
4107261 52100	FICA						
	7,730.00	7,730.00	4,877.03	738.65	0.00	2,852.97	63.1%
4107261 52400	WORKERS' COMP						
	933.00	933.00	622.00	77.75	0.00	311.00	66.7%
4107261 54970	PROGRAM COSTS						
	24,000.00	24,000.00	2,252.00	0.00	0.00	21,748.00	9.4%
4107261 55545	PRO SHOP COST OF SALES						
	90,000.00	90,000.00	46,063.62	5,062.15	0.00	43,936.38	51.2%
TOTAL GOLF PRO SHOP	38,699.00	38,699.00	32,038.35	3,260.32	0.00	6,660.65	82.8%
TOTAL REVENUES	-185,000.00	-185,000.00	-82,024.50	-12,273.79	0.00	-102,975.50	
TOTAL EXPENSES	223,699.00	223,699.00	114,062.85	15,534.11	0.00	109,636.15	



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

4107262	GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 GOLF FOOD & BEVERAGE								
4107262	34716	FOOD AND BEVERAGE						
	-525,000.00		-525,000.00	-297,347.72	-28,895.45	0.00	-227,652.28	56.6%
4107262	34718	FACILITY RENTAL						
	-25,000.00		-25,000.00	-10,513.83	29,612.79	0.00	-14,486.17	42.1%
4107262	51200	SALARIES						
	64,716.00		130,236.00	78,602.21	15,027.21	0.00	51,633.79	60.4%
4107262	51350	PART TIME SALARIES						
	153,656.00		118,161.00	52,881.70	9,120.01	0.00	65,279.30	44.8%
4107262	51400	OVERTIME						
	0.00		0.00	2,479.32	0.00	0.00	-2,479.32	100.0%
4107262	52100	FICA						
	14,012.00		16,730.00	10,057.43	1,822.76	0.00	6,672.57	60.1%
4107262	52200	RETIREMENT						
	13,862.00		27,897.00	14,611.05	3,218.82	0.00	13,285.95	52.4%
4107262	52300	HEALTH INSUR						
	14,316.00		35,093.00	11,257.51	1,674.40	0.00	23,835.49	32.1%
4107262	52301	LIFE INSUR						
	238.00		563.00	229.21	36.16	0.00	333.79	40.7%
4107262	52400	WORKERS' COMP						
	1,553.00		1,673.00	1,035.32	129.42	0.00	637.68	61.9%
4107262	53400	CONTRACTUAL						
	4,400.00		4,400.00	1,694.73	0.00	0.00	2,705.27	38.5%
4107262	54400	RENTALS/LEASES						
	2,640.00		2,640.00	1,675.00	175.00	0.00	965.00	63.4%
4107262	54620	R/M EQUIPMENT						
	4,450.00		4,450.00	0.00	0.00	0.00	4,450.00	.0%
4107262	55200	OPERATING SUPPLIES						
	22,000.00		22,000.00	11,752.98	1,241.84	0.00	10,247.02	53.4%
4107262	55210	UNIFORMS						
	1,500.00		1,500.00	375.60	0.00	0.00	1,124.40	25.0%
4107262	55550	F&B COST OF SALES						
	189,000.00		189,000.00	108,138.48	10,614.55	0.00	80,861.52	57.2%
TOTAL GOLF FOOD & BEVERAGE								
	-63,657.00		4,343.00	-13,071.01	43,777.51	0.00	17,414.01	-301.0%
TOTAL REVENUES								
	-550,000.00		-550,000.00	-307,861.55	717.34	0.00	-242,138.45	
TOTAL EXPENSES								
	486,343.00		554,343.00	294,790.54	43,060.17	0.00	259,552.46	
GRAND TOTAL								
	0.00		0.00	8,542.22	330,884.80	56,891.63	-65,433.85	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-169,200.00	-169,200.00	-29,619.50	0.00	0.00	-139,580.50	17.5%
420 33323		FDOT GRANT					
	-1,640,000.00	-1,690,000.00	-182,904.92	0.00	0.00	-1,507,095.08	10.8%
420 34704		RENTALS NON-TAXABLE					
	-800.00	-800.00	-660.00	-590.00	0.00	-140.00	82.5%
420 34720		RENTALS					
	-2,500.00	-2,500.00	-4,012.00	-130.00	0.00	1,512.00	160.5%
420 34970		FUEL FLOW FEES					
	-34,000.00	-34,000.00	-27,064.80	-4,411.60	0.00	-6,935.20	79.6%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-86,715.00	-86,715.00	-75,378.87	-19,545.43	0.00	-11,336.13	86.9%
420 34972		BUILDING LEASE					
	-800.00	-800.00	-5,957.52	-368.44	0.00	5,157.52	744.7%
420 34973		LAND LEASE- AMELIA RIVER					
	-212,697.00	-212,697.00	-158,964.55	-20,717.82	0.00	-53,732.45	74.7%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-73,864.00	-73,864.00	-50,922.00	-6,382.10	0.00	-22,942.00	68.9%
420 34975		RENT/LEASE PAYMENTS					
	-396,933.00	-396,933.00	-273,543.37	-35,462.78	0.00	-123,389.63	68.9%
420 34976		8 FLAGS RENT (TAXABLE)					
	-115,126.00	-115,126.00	-65,916.34	869.74	0.00	-49,209.66	57.3%
420 34977		FUEL FARM RENT					
	0.00	0.00	-2,125.02	-354.17	0.00	2,125.02	100.0%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-5,000.00	-5,000.00	-3,812.01	-356.07	0.00	-1,187.99	76.2%
420 34979		TRANSIENT REVENUE					
	-5,000.00	-5,000.00	-5,600.00	-570.00	0.00	600.00	112.0%
420 36110		INTEREST					
	0.00	0.00	-11,343.30	-1,422.81	0.00	11,343.30	100.0%
420 36990		OTHER REVENUE					
	-70,000.00	-70,000.00	-80,198.90	-1,481.85	0.00	10,198.90	114.6%
420 36991		AIRCRAFT PARKING REVENUE					
	-4,000.00	-4,000.00	-4,880.01	0.00	0.00	880.01	122.0%
420 36992		GAIN ON SALE OF ASSET					
	-20,000.00	-20,000.00	-27,550.00	-27,550.00	0.00	7,550.00	137.8%
420 36995		LATE FEES					
	0.00	0.00	-1,370.32	-277.52	0.00	1,370.32	100.0%
420 38101		FROM GENERAL FUND					
	-296,779.00	-296,779.00	-197,852.68	-24,731.58	0.00	-98,926.32	66.7%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 38910		CASH BALANCE FORWARD					
	-1,835,533.00	-2,220,908.00	0.00	0.00	0.00	-2,220,908.00	.0%
420 51200		SALARIES					
	183,400.00	183,400.00	123,838.68	21,853.87	0.00	59,561.32	67.5%
420 51350		PART-TIME					
	28,652.00	28,652.00	12,963.81	1,824.00	0.00	15,688.19	45.2%
420 52100		FICA					
	16,513.00	16,513.00	10,535.24	1,825.36	0.00	5,977.76	63.8%
420 52200		RETIREMENT					
	37,196.00	37,196.00	26,513.80	4,681.11	0.00	10,682.20	71.3%
420 52300		HEALTH INSUR					
	20,298.00	20,298.00	13,182.20	1,647.14	0.00	7,115.80	64.9%
420 52301		LIFE INSUR					
	235.00	235.00	486.40	60.80	0.00	-251.40	207.0%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	1,170.68	146.33	0.00	585.32	66.7%
420 52400		WORKERS' COMP					
	1,815.00	1,815.00	1,210.00	151.25	0.00	605.00	66.7%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	6,500.00	6,500.00	0.00	18,500.00	26.0%
420 53200		AUDITING					
	7,389.00	7,389.00	4,926.00	615.75	0.00	2,463.00	66.7%
420 53400		CONTRACTUAL					
	48,450.00	48,450.00	27,830.62	1,890.69	0.00	20,619.38	57.4%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
420 54100		COMM - PHONE/FAX/ALARM					
	3,096.00	3,096.00	1,934.46	219.51	0.00	1,161.54	62.5%
420 54101		COMMUNICATIONS-CELLULAR					
	1,260.00	1,260.00	874.37	150.90	0.00	385.63	69.4%
420 54103		COMMUNICATIONS-INTERNET					
	6,100.00	6,100.00	1,699.88	586.88	0.00	4,400.12	27.9%
420 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300		UTILITIES ELECTRIC					
	28,000.00	28,000.00	18,549.10	1,936.36	0.00	9,450.90	66.2%
420 54310		UTILITIES-WATER & WASTEWATER					
	12,200.00	12,200.00	5,507.47	0.00	0.00	6,692.53	45.1%
420 54500		INSURANCE					
	29,160.00	29,160.00	19,440.00	2,430.00	0.00	9,720.00	66.7%
420 54610		R/M BLDG & GROUNDS					
	95,000.00	80,000.00	40,081.46	5,241.53	0.00	39,918.54	50.1%
420 54611		R/M FACILITIES					
	0.00	15,000.00	4,345.51	0.00	0.00	10,654.49	29.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54620		R/M EQUIPMENT					
	3,000.00	3,000.00	1,035.41	0.00	0.00	1,964.59	34.5%
420 54630		R/M VEHICLES-LABOR					
	6,000.00	6,000.00	2,105.00	125.00	0.00	3,895.00	35.1%
420 54640		R/M VEHICLES-PARTS					
	8,000.00	8,000.00	2,091.39	54.50	0.00	5,908.61	26.1%
420 54700		PRINTING					
	650.00	650.00	194.54	0.00	0.00	455.46	29.9%
420 54800		PROMOTIONAL					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	4,866.68	608.33	0.00	2,433.32	66.7%
420 55100		OFFICE SUPPLIES					
	2,300.00	2,300.00	517.85	0.00	0.00	1,782.15	22.5%
420 55200		OPERATING SUPPLIES					
	2,180.00	2,180.00	894.85	0.00	0.00	1,285.15	41.0%
420 55210		UNIFORMS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
420 55230		GAS/OIL					
	12,000.00	12,000.00	6,987.87	1,761.05	0.00	5,012.13	58.2%
420 55400		BOOKS/SUBS/DUES					
	575.00	575.00	330.00	0.00	0.00	245.00	57.4%
420 56200 19051		BUILDING					
	200,000.00	1,177,253.00	557,594.84	111,044.48	292,940.16	326,718.00	72.2%
420 56300		IMPROVEMENTS					
	148,506.00	148,406.00	600.00	0.00	0.00	147,806.00	.4%
420 56300 23002		IMPROVEMENTS					
	1,820,000.00	1,820,000.00	0.00	0.00	0.00	1,820,000.00	.0%
420 56300 23032		IMPROVEMENTS					
	45,000.00	45,000.00	2,868.00	0.00	0.00	42,132.00	6.4%
420 56300 24024		TAXIWAY A REHAB					
	188,000.00	188,100.00	32,910.56	0.00	155,189.44	0.00	100.0%
420 56300 24025		HANGAR B APRON REHAB					
	450,000.00	450,000.00	0.00	0.00	28,825.00	421,175.00	6.4%
420 56300 24026		AIRPORT STORMWATER PIPE RELINI					
	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	.0%
420 56400		MACH/EQUIP					
	150,000.00	200,000.00	181,528.78	0.00	0.00	18,471.22	90.8%
420 57100		PRINCIPAL					
	300,775.00	300,775.00	0.00	0.00	0.00	300,775.00	.0%
420 57200		INTEREST					
	111,011.00	111,011.00	55,290.57	0.00	0.00	55,720.43	49.8%
420 59990		RESERVE					
	823,780.00	231,902.00	0.00	0.00	0.00	231,902.00	.0%



**City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT**

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL AIRPORT	0.00	0.00	-38,270.09	21,872.41	476,954.60	-438,684.51	100.0%
TOTAL REVENUES	-4,968,947.00	-5,404,322.00	-1,209,676.11	-143,482.43	0.00	-4,194,645.89	
TOTAL EXPENSES	4,968,947.00	5,404,322.00	1,171,406.02	165,354.84	476,954.60	3,755,961.38	
GRAND TOTAL	0.00	0.00	-38,270.09	21,872.41	476,954.60	-438,684.51	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-3,402,883.00	-3,402,883.00	-1,770,956.63	-184,924.10	0.00	-1,631,926.37	52.0%
440 34341		GARBAGE FEES - CITY OF FB					
	-468,000.00	-468,000.00	-306,193.02	-38,489.01	0.00	-161,806.98	65.4%
440 36110		INTEREST					
	0.00	0.00	-5,880.15	-736.73	0.00	5,880.15	100.0%
440 36990		OTHER REVENUE					
	-104,000.00	-104,000.00	-125,303.38	-1,845.14	0.00	21,303.38	120.5%
440 38101		FROM GENERAL FUND					
	-40,000.00	-40,000.00	-26,666.68	-3,333.33	0.00	-13,333.32	66.7%
440 38910		CASH BALANCE FORWARD					
	-218,783.00	-218,783.00	0.00	0.00	0.00	-218,783.00	.0%
440 51200		SALARIES					
	93,600.00	93,600.00	63,888.45	11,305.63	0.00	29,711.55	68.3%
440 51400		OVERTIME					
	15,000.00	15,000.00	11,348.34	3,421.65	0.00	3,651.66	75.7%
440 52100		FICA					
	8,309.00	8,309.00	6,248.33	1,120.76	0.00	2,060.67	75.2%
440 52200		RETIREMENT					
	23,455.00	23,455.00	15,836.18	3,154.58	0.00	7,618.82	67.5%
440 52300		HEALTH INSUR					
	20,176.00	20,176.00	15,094.56	1,994.25	0.00	5,081.44	74.8%
440 52301		LIFE INSUR					
	342.00	342.00	289.15	41.51	0.00	52.85	84.5%
440 52400		WORKERS' COMP					
	4,608.00	4,608.00	3,072.00	384.00	0.00	1,536.00	66.7%
440 53200		AUDITING					
	7,389.00	7,389.00	4,926.00	615.75	0.00	2,463.00	66.7%
440 53400		CONTRACTUAL					
	255,936.00	255,936.00	148,299.28	95,099.49	0.00	107,636.72	57.9%
440 53440		SANITATION SERVICES EXPENSE					
	3,093,221.00	3,093,221.00	1,539,013.14	167,736.42	0.00	1,554,207.86	49.8%
440 54000		TRAINING/TRAVEL					
	1,000.00	1,000.00	504.25	0.00	0.00	495.75	50.4%
440 54400		RENTALS/LEASES					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 54440		LAND RENT					
	35,000.00	35,000.00	22,031.20	2,753.90	0.00	12,968.80	62.9%
440 54500		INSURANCE					
	53,719.00	53,719.00	35,812.68	4,476.58	0.00	17,906.32	66.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54610		R/M BLDG & GROUNDS					
	5,000.00	5,000.00	2,577.05	0.00	0.00	2,422.95	51.5%
440 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
440 54630		R/M VEHICLES-LABOR					
	10,000.00	10,000.00	4,475.00	625.00	0.00	5,525.00	44.8%
440 54640		R/M VEHICLES-PARTS					
	17,000.00	17,000.00	10,268.29	1,560.53	0.00	6,731.71	60.4%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	61,333.32	7,666.67	0.00	30,666.68	66.7%
440 55100		OFFICE SUPPLIES					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
440 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	291.37	227.38	0.00	1,708.63	14.6%
440 55210		UNIFORMS					
	1,200.00	1,200.00	1,067.94	167.94	0.00	132.06	89.0%
440 55230		GAS/OIL					
	30,000.00	30,000.00	16,033.14	2,365.45	0.00	13,966.86	53.4%
440 55644		NON PROFIT KNB					
	5,000.00	5,000.00	1,690.07	0.00	0.00	3,309.93	33.8%
440 56401		NON CAP EQUIP					
	20,000.00	20,000.00	0.00	0.00	14,685.00	5,315.00	73.4%
440 59990		RESERVE					
	429,611.00	429,611.00	0.00	0.00	0.00	429,611.00	.0%
TOTAL SANITATION	0.00	0.00	-270,900.12	75,389.18	14,685.00	256,215.12	100.0%
TOTAL REVENUES	-4,233,666.00	-4,233,666.00	-2,234,999.86	-229,328.31	0.00	-1,998,666.14	
TOTAL EXPENSES	4,233,666.00	4,233,666.00	1,964,099.74	304,717.49	14,685.00	2,254,881.26	
GRAND TOTAL	0.00	0.00	-270,900.12	75,389.18	14,685.00	256,215.12	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 34345		WASTEWATER CHARGES					
	-6,198,520.00	-6,198,520.00	-4,221,521.54	-546,015.55	0.00	-1,976,998.46	68.1%
450 34530		SEPTIC DUMPING					
	-50,000.00	-50,000.00	-73,057.20	-13,289.40	0.00	23,057.20	146.1%
450 34535		WASTEWATER TAP FEES					
	-45,000.00	-45,000.00	-69,375.00	-6,000.00	0.00	24,375.00	154.2%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-5,000.00	-5,000.00	-84,437.78	-1,137.51	0.00	79,437.78	1688.8%
450 36110		INTEREST					
	-90,000.00	-90,000.00	-42,423.44	-5,341.38	0.00	-47,576.56	47.1%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-23,055.00	0.00	0.00	23,055.00	100.0%
450 38910		CASH BALANCE FORWARD					
	-1,408,218.00	-2,121,822.00	0.00	0.00	0.00	-2,121,822.00	.0%
450 51200		SALARIES					
	860,180.00	860,180.00	582,564.06	105,329.11	0.00	277,615.94	67.7%
450 51350		PART-TIME					
	35,610.00	35,610.00	32,824.17	6,084.87	0.00	2,785.83	92.2%
450 51400		OVERTIME					
	157,530.00	157,530.00	111,318.91	23,829.36	0.00	46,211.09	70.7%
450 52100		FICA					
	66,013.00	66,013.00	54,301.79	10,124.70	0.00	11,711.21	82.3%
450 52200		RETIREMENT					
	185,394.00	185,394.00	145,960.30	27,665.74	0.00	39,433.70	78.7%
450 52300		HEALTH INSUR					
	184,979.00	184,979.00	113,451.12	14,723.00	0.00	71,527.88	61.3%
450 52301		LIFE INSUR					
	3,344.00	3,344.00	2,269.71	301.71	0.00	1,074.29	67.9%
450 52350		OPEB COSTS					
	15,361.00	15,361.00	10,240.68	1,280.08	0.00	5,120.32	66.7%
450 52400		WORKERS' COMP					
	16,931.00	16,931.00	11,287.32	1,410.92	0.00	5,643.68	66.7%
450 53100		PROFESSIONAL SERVICES					
	225,000.00	201,000.00	57,405.98	0.00	39,421.90	104,172.12	48.2%
450 53200		AUDITING					
	15,599.00	15,599.00	10,399.32	1,299.92	0.00	5,199.68	66.7%
450 53400		CONTRACTUAL					
	225,648.00	225,648.00	134,141.10	20,508.89	6,817.36	84,689.54	62.5%
450 54000		TRAINING/TRAVEL					
	38,700.00	38,700.00	13,386.52	3,278.00	0.00	25,313.48	34.6%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54100		COMM - PHONE/FAX/ALARM					
	4,296.00	4,296.00	998.40	16.20	0.00	3,297.60	23.2%
450 54101		COMMUNICATIONS-CELLULAR					
	5,025.00	5,025.00	2,165.93	491.46	0.00	2,859.07	43.1%
450 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	2,613.98	243.89	0.00	-759.98	141.0%
450 54200		POSTAGE					
	3,000.00	3,000.00	255.26	28.28	0.00	2,744.74	8.5%
450 54300		UTILITIES ELECTRIC					
	265,000.00	265,000.00	142,632.69	18,907.44	0.00	122,367.31	53.8%
450 54310		UTILITIES-WATER & WASTEWATER					
	55,000.00	55,000.00	33,298.84	11,988.79	0.00	21,701.16	60.5%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	4,259.39	891.35	0.00	3,540.61	54.6%
450 54500		INSURANCE					
	58,645.00	58,645.00	39,096.68	4,887.08	0.00	19,548.32	66.7%
450 54610		R/M BLDG & GROUNDS					
	72,500.00	72,500.00	47,134.05	24,606.19	0.00	25,365.95	65.0%
450 54611		R/M FACILITIES					
	23,500.00	23,500.00	7,349.83	52.04	0.00	16,150.17	31.3%
450 54620		R/M EQUIPMENT					
	201,000.00	305,000.00	189,446.57	15,132.80	85,044.29	30,509.14	90.0%
450 54630		R/M VEHICLES-LABOR					
	20,000.00	20,000.00	10,003.75	937.50	0.00	9,996.25	50.0%
450 54640		R/M VEHICLES-PARTS					
	33,000.00	33,000.00	38,915.94	745.72	0.00	-5,915.94	117.9%
450 54910		BILLING COSTS					
	200,000.00	200,000.00	133,333.32	16,666.67	0.00	66,666.68	66.7%
450 54920		UTILITY ADMIN COSTS					
	330,585.00	330,585.00	220,390.00	27,548.75	0.00	110,195.00	66.7%
450 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	749.04	84.14	0.00	750.96	49.9%
450 55200		OPERATING SUPPLIES					
	271,130.00	271,130.00	197,359.50	39,916.42	5,207.00	68,563.50	74.7%
450 55210		UNIFORMS					
	8,925.00	8,925.00	5,625.00	0.00	0.00	3,300.00	63.0%
450 55220		JANITORIAL SUPPLIES					
	2,500.00	2,500.00	397.44	0.00	0.00	2,102.56	15.9%
450 55230		GAS/OIL					
	38,000.00	38,000.00	21,269.46	3,473.01	0.00	16,730.54	56.0%
450 55240		CHEMICALS					
	128,000.00	128,000.00	96,259.90	16,663.96	0.00	31,740.10	75.2%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	7,044.45	3,102.37	0.00	955.55	88.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	324.14	6.25	0.00	1,575.86	17.1%
450 56300 23014		IMPROVEMENTS					
	50,000.00	120,000.00	0.00	0.00	119,340.00	660.00	99.5%
450 56300 23055		IMPROVEMENTS					
	398,811.00	398,811.00	0.00	0.00	374,046.24	24,764.76	93.8%
450 56300 24012		CIP LATERAL LINING					
	100,000.00	101,247.00	0.00	0.00	101,246.10	0.90	100.0%
450 56300 24027		FY24 GRAVITY RELINE WASTEWATER					
	200,000.00	198,753.00	196,392.40	94,773.25	0.00	2,360.60	98.8%
450 56300 24028		FY24 WASTEWATER PLANT AUTOMATI					
	50,000.00	50,000.00	40,163.78	1,526.78	0.00	9,836.22	80.3%
450 56300 24029		FY24 MANHOLES					
	55,000.00	100,558.00	100,262.40	0.00	0.00	295.60	99.7%
450 56300 24030		FY24 LIFT STATION UPGRADES					
	200,000.00	280,000.00	108,715.99	41,502.82	54,395.00	116,889.01	58.3%
450 56400		MACH/EQUIP					
	295,000.00	295,000.00	170,787.40	62,766.00	79,288.00	44,924.60	84.8%
450 56401		EQUIP-NON CAPITAL					
	16,500.00	16,500.00	2,390.00	2,390.00	0.00	14,110.00	14.5%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	240,000.00	30,000.00	0.00	120,000.00	66.7%
450 59230		TRANSFER TO UTIL ACQ DS					
	236,598.00	236,598.00	157,732.00	19,716.50	0.00	78,866.00	66.7%
450 59330		TRANSFER TO WW CAPITAL					
	500,000.00	500,000.00	333,333.32	41,666.67	0.00	166,666.68	66.7%
450 59460		TRANSFER TO WATER FUND					
	1,000,000.00	1,000,000.00	666,666.68	83,333.33	0.00	333,333.32	66.7%
450 59990		RESERVE					
	563,380.00	1,001,426.00	0.00	0.00	0.00	1,001,426.00	.0%
TOTAL WASTEWATER	0.00	0.00	-16,951.45	208,118.12	864,805.89	-847,854.44	100.0%
TOTAL REVENUES	-7,796,738.00	-8,510,342.00	-4,513,869.96	-571,783.84	0.00	-3,996,472.04	
TOTAL EXPENSES	7,796,738.00	8,510,342.00	4,496,918.51	779,901.96	864,805.89	3,148,617.60	
GRAND TOTAL	0.00	0.00	-16,951.45	208,118.12	864,805.89	-847,854.44	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 34346		WATER CHARGES					
	-4,841,570.00	-4,841,570.00	-3,224,079.99	-442,895.37	0.00	-1,617,490.01	66.6%
460 34610		WATER TAP CHARGES					
	-53,560.00	-53,560.00	-75,916.72	-4,520.84	0.00	22,356.72	141.7%
460 34620		WATER METER INSTALLATION FEES					
	-37,801.00	-37,801.00	-22,319.00	-1,236.87	0.00	-15,482.00	59.0%
460 34621		WATER NONPAY RECONNECT FEE					
	-30,000.00	-30,000.00	-47,139.26	-5,003.01	0.00	17,139.26	157.1%
460 34910		MISCELLANEOUS FEES					
	-10,712.00	-10,712.00	-2,650.00	-950.00	0.00	-8,062.00	24.7%
460 36110		INTEREST					
	-79,745.00	-79,745.00	-59,995.10	-10,998.38	0.00	-19,749.90	75.2%
460 36120		UNREALIZED GAIN					
	0.00	0.00	-3,922.81	77.67	0.00	3,922.81	100.0%
460 36323		EXTENSION CHARGES					
	-24,720.00	-24,720.00	-17,866.72	-912.51	0.00	-6,853.28	72.3%
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-8,775.00	0.00	0.00	8,775.00	100.0%
460 36995		LATE FEES					
	-16,322.00	-16,322.00	-14,520.42	-2,247.67	0.00	-1,801.58	89.0%
460 38145		FROM WASTEWATER					
	-1,000,000.00	-1,000,000.00	-666,666.68	-83,333.33	0.00	-333,333.32	66.7%
460 38910		CASH BALANCE FORWARD					
	-5,748,316.00	-6,666,467.00	0.00	0.00	0.00	-6,666,467.00	.0%
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200		SALARIES					
	950,939.00	950,939.00	582,222.55	105,932.01	0.00	368,716.45	61.2%
460 51400		OVERTIME					
	150,000.00	150,000.00	104,441.21	17,092.63	0.00	45,558.79	69.6%
460 52100		FICA					
	69,826.00	69,826.00	50,453.50	9,073.59	0.00	19,372.50	72.3%
460 52200		RETIREMENT					
	205,092.00	205,092.00	141,337.84	26,351.88	0.00	63,754.16	68.9%
460 52300		HEALTH INSUR					
	211,275.00	211,275.00	135,081.16	17,619.96	0.00	76,193.84	63.9%
460 52301		LIFE INSUR					
	3,679.00	3,679.00	2,277.95	287.74	0.00	1,401.05	61.9%
460 52350		OPEB COSTS					
	14,483.00	14,483.00	9,655.32	1,206.92	0.00	4,827.68	66.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400		WORKERS' COMP					
	18,382.00	18,382.00	12,254.68	1,531.83	0.00	6,127.32	66.7%
460 53100		PROFESSIONAL SERVICES					
	140,000.00	140,000.00	7,800.00	7,800.00	6,860.00	125,340.00	10.5%
460 53200		AUDITING					
	10,673.00	10,673.00	7,115.32	889.42	0.00	3,557.68	66.7%
460 53400		CONTRACTUAL					
	147,104.00	147,104.00	49,929.00	7,014.99	22,372.01	74,802.99	49.1%
460 54000		TRAINING/TRAVEL					
	41,058.00	41,058.00	12,654.95	1,875.00	0.00	28,403.05	30.8%
460 54100		COMM - PHONE/FAX/ALARM					
	2,896.00	2,896.00	1,276.95	125.70	0.00	1,619.05	44.1%
460 54101		COMMUNICATIONS-CELLULAR					
	10,000.00	10,000.00	6,429.84	1,761.74	0.00	3,570.16	64.3%
460 54103		COMMUNICATIONS-INTERNET					
	10,500.00	10,500.00	2,903.35	352.91	0.00	7,596.65	27.7%
460 54200		POSTAGE					
	1,825.00	1,825.00	57.22	0.00	0.00	1,767.78	3.1%
460 54300		UTILITIES ELECTRIC					
	220,000.00	220,000.00	138,117.41	26,590.89	0.00	81,882.59	62.8%
460 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	593.47	65.32	0.00	406.53	59.3%
460 54320		UTILITIES-PROPANE/OTHER					
	6,000.00	6,000.00	71.98	0.00	0.00	5,928.02	1.2%
460 54440		LAND RENT					
	25,000.00	25,000.00	13,250.56	1,656.32	0.00	11,749.44	53.0%
460 54500		INSURANCE					
	54,717.00	54,717.00	36,478.00	4,559.75	0.00	18,239.00	66.7%
460 54610		R/M BLDG & GROUNDS					
	98,000.00	98,000.00	56,449.57	21,727.10	10,164.00	31,386.43	68.0%
460 54611		R/M FACILITIES					
	18,500.00	18,500.00	1,044.19	491.26	0.00	17,455.81	5.6%
460 54620		R/M EQUIPMENT					
	114,000.00	114,000.00	31,064.56	7,196.14	0.00	82,935.44	27.2%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	10,050.00	2,757.50	0.00	1,950.00	83.8%
460 54640		R/M VEHICLES-PARTS					
	25,000.00	25,000.00	20,057.21	10,966.19	0.00	4,942.79	80.2%
460 54800		PROMOTIONAL					
	10,000.00	10,000.00	500.00	0.00	0.00	9,500.00	5.0%
460 54910		BILLING COSTS					
	200,000.00	200,000.00	133,333.32	16,666.67	0.00	66,666.68	66.7%
460 54920		UTILITY ADMIN COSTS					
	330,585.00	330,585.00	220,390.00	27,548.75	0.00	110,195.00	66.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100		OFFICE SUPPLIES					
	2,500.00	2,500.00	1,012.64	71.60	0.00	1,487.36	40.5%
460 55200		OPERATING SUPPLIES					
	277,430.00	277,430.00	239,509.37	38,246.89	29,102.80	8,817.83	96.8%
460 55210		UNIFORMS					
	10,875.00	10,875.00	6,075.00	0.00	0.00	4,800.00	55.9%
460 55220		JANITORIAL SUPPLIES					
	3,000.00	3,000.00	2,449.93	0.00	0.00	550.07	81.7%
460 55230		GAS/OIL					
	50,000.00	50,000.00	33,241.51	4,787.16	0.00	16,758.49	66.5%
460 55240		CHEMICALS					
	76,000.00	76,000.00	22,500.00	0.00	0.00	53,500.00	29.6%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	7,273.23	3,331.15	0.00	726.77	90.9%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	586.64	0.00	0.00	5,553.36	9.6%
460 56300 22003		IMPROVEMENTS					
	0.00	95,600.00	0.00	0.00	95,600.00	0.00	100.0%
460 56300 23021		IMPROVEMENTS					
	0.00	205,000.00	204,443.73	0.00	0.00	556.27	99.7%
460 56300 24031		WP #3 GENERATOR REPLACEMT					
	250,000.00	224,036.00	0.00	0.00	204,442.53	19,593.47	91.3%
460 56300 24032		WP1 ROOF PH2					
	150,000.00	150,000.00	131,060.50	131,060.50	0.00	18,939.50	87.4%
460 56300 24033		FY24 WATER METERS					
	875,000.00	936,725.00	936,062.65	0.00	0.00	662.35	99.9%
460 56300 24034		FY24 WP AUTOMATION					
	100,000.00	64,239.00	32,699.00	0.00	30,608.00	932.00	98.5%
460 56400		MACH/EQUIP					
	120,000.00	120,000.00	100,572.19	0.00	15,985.67	3,442.14	97.1%
460 56401		EQUIP-NON CAPITAL					
	17,500.00	17,500.00	1,951.65	0.00	0.00	15,548.35	11.2%
460 59100		TRANSFER TO GENERAL FUND					
	120,000.00	120,000.00	80,000.00	10,000.00	0.00	40,000.00	66.7%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,991,895.00	1,991,895.00	1,327,930.00	165,991.25	0.00	663,965.00	66.7%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,681,872.00	5,299,423.00	0.00	0.00	0.00	5,299,423.00	.0%
TOTAL WATER	0.00	0.00	770,807.45	120,610.45	415,135.01	-1,185,942.46	100.0%
TOTAL REVENUES	-12,042,746.00	-12,960,897.00	-4,143,851.70	-552,020.31	0.00	-8,817,045.30	
TOTAL EXPENSES	12,042,746.00	12,960,897.00	4,914,659.15	672,630.76	415,135.01	7,631,102.84	



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL 0.00	0.00	770,807.45	120,610.45	415,135.01	-1,185,942.46	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33400		STATE GRANT					
	-775,625.00	-775,625.00	-27,422.29	0.00	0.00	-748,202.71	3.5%
470 34347		WATER DRAINAGE FEES					
	-970,000.00	-970,000.00	-669,255.83	-83,983.43	0.00	-300,744.17	69.0%
470 36990		OTHER REVENUE					
	0.00	0.00	-11,580.16	-4,200.00	0.00	11,580.16	100.0%
470 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-5,051.00	0.00	0.00	5,051.00	100.0%
470 38910		CASH BALANCE FORWARD					
	180,568.00	180,568.00	0.00	0.00	0.00	180,568.00	.0%
470 51200		SALARIES					
	260,456.00	260,456.00	132,542.73	22,148.17	0.00	127,913.27	50.9%
470 51400		OVERTIME					
	25,000.00	25,000.00	3,398.67	1,633.22	0.00	21,601.33	13.6%
470 52100		FICA					
	20,007.00	20,007.00	10,508.12	1,784.17	0.00	9,498.88	52.5%
470 52200		RETIREMENT					
	56,144.00	56,144.00	29,582.72	5,094.00	0.00	26,561.28	52.7%
470 52300		HEALTH INSUR					
	40,413.00	40,413.00	24,417.09	3,213.42	0.00	15,995.91	60.4%
470 52301		LIFE INSUR					
	831.00	831.00	522.06	50.24	0.00	308.94	62.8%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	1,462.68	182.83	0.00	731.32	66.7%
470 52400		WORKERS' COMP					
	7,612.00	7,612.00	5,074.68	634.33	0.00	2,537.32	66.7%
470 53100		PROFESSIONAL SERVICES					
	95,000.00	81,721.00	865.00	490.00	1,325.00	79,531.00	2.7%
470 53200		AUDITING					
	6,568.00	6,568.00	4,378.68	547.33	0.00	2,189.32	66.7%
470 53400		CONTRACTUAL					
	65,234.00	65,234.00	27,728.84	6,802.84	1,557.08	35,948.08	44.9%
470 54000		TRAINING/TRAVEL					
	15,618.00	15,618.00	677.00	438.00	0.00	14,941.00	4.3%
470 54100		COMM - PHONE/FAX/ALARM					
	264.00	264.00	264.00	0.00	0.00	0.00	100.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,525.00	2,525.00	1,751.81	236.74	0.00	773.19	69.4%
470 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	846.55	92.04	0.00	1,007.45	45.7%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	2,457.25	353.38	0.00	1,142.75	68.3%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	338.95	0.00	0.00	661.05	33.9%
470 54400		RENTALS/LEASES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 54500		INSURANCE					
	16,346.00	16,346.00	10,897.32	1,362.17	0.00	5,448.68	66.7%
470 54610		R/M BLDG & GROUNDS					
	51,500.00	51,500.00	0.00	0.00	0.00	51,500.00	.0%
470 54611		R/M FACILITIES					
	12,500.00	12,500.00	8,073.43	0.00	0.00	4,426.57	64.6%
470 54620		R/M EQUIPMENT					
	7,500.00	7,500.00	323.68	0.00	0.00	7,176.32	4.3%
470 54630		R/M VEHICLES-LABOR					
	7,500.00	7,500.00	4,482.50	775.00	0.00	3,017.50	59.8%
470 54640		R/M VEHICLES-PARTS					
	12,000.00	12,000.00	8,446.65	4,384.57	0.00	3,553.35	70.4%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	23,333.32	2,916.67	0.00	11,666.68	66.7%
470 54920		UTILITY ADMIN COSTS					
	220,390.00	220,390.00	146,926.68	18,365.83	0.00	73,463.32	66.7%
470 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	465.05	0.00	0.00	534.95	46.5%
470 55200		OPERATING SUPPLIES					
	168,380.00	168,380.00	93,351.36	51,517.67	9,072.57	65,956.07	60.8%
470 55210		UNIFORMS					
	3,050.00	3,050.00	2,250.00	0.00	0.00	800.00	73.8%
470 55220		JANITORIAL SUPPLIES					
	1,000.00	1,000.00	250.44	23.26	0.00	749.56	25.0%
470 55230		GAS/OIL					
	12,000.00	12,000.00	8,230.59	1,562.24	0.00	3,769.41	68.6%
470 55300		ROAD MATERIALS					
	8,000.00	8,000.00	7,273.24	3,331.15	0.00	726.76	90.9%
470 55400		BOOKS/SUBS/DUES					
	1,285.00	1,285.00	506.25	0.00	0.00	778.75	39.4%
470 56300 18002		IMPROVEMENTS					
	120,000.00	120,000.00	17,302.46	0.00	10,394.07	92,303.47	23.1%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56300 22013		IMPROVEMENTS					
	500,000.00	500,000.00	37,823.85	0.00	28,629.57	433,546.58	13.3%
470 56300 22014		IMPROVEMENTS					
	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
470 56300 24035		A-4 Beech St -18 to Citrona					
	55,486.00	55,486.00	0.00	0.00	0.00	55,486.00	.0%
470 56300 24036		FY24 CIP LINING OF STORMWATER					
	150,000.00	163,279.00	156,207.10	0.00	0.00	7,071.90	95.7%
470 56300 24037		CENTRE STREET DRAINAGE					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
470 56300 24038		1ST AVE DRAINAGE PH1					
	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
470 56400		MACH/EQUIP					
	37,000.00	37,000.00	35,185.52	0.00	0.00	1,814.48	95.1%
470 57100		PRINCIPAL					
	107,829.00	107,829.00	107,828.44	0.00	0.00	0.56	100.0%
470 57200		INTEREST					
	8,745.00	8,745.00	8,743.68	0.00	0.00	1.32	100.0%
470 59990		RESERVE					
	-1,167,824.00	-1,167,824.00	0.00	0.00	0.00	-1,167,824.00	.0%
TOTAL STORMWATER	0.00	0.00	211,409.11	39,755.84	50,978.29	-262,387.40	100.0%
TOTAL REVENUES	-1,565,057.00	-1,565,057.00	-713,309.28	-88,183.43	0.00	-851,747.72	
TOTAL EXPENSES	1,565,057.00	1,565,057.00	924,718.39	127,939.27	50,978.29	589,360.32	
GRAND TOTAL	0.00	0.00	211,409.11	39,755.84	50,978.29	-262,387.40	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33410		FL INLAND NAVIGATION REVENUE					
	-326,000.00	-326,000.00	-326,000.00	0.00	0.00	0.00	100.0%
480 34750		SLIP RENTALS - PERMANENT					
	-424,425.00	-424,425.00	-289,600.40	-35,829.48	0.00	-134,824.60	68.2%
480 34755		SLIP RENTALS - TRANSIENT					
	-1,068,250.00	-1,068,250.00	-853,893.88	-146,902.33	0.00	-214,356.12	79.9%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-20,000.00	-20,000.00	-7,940.93	-874.32	0.00	-12,059.07	39.7%
480 34759		DOCK STORE RENT					
	-7,000.00	-7,000.00	-4,138.25	-513.29	0.00	-2,861.75	59.1%
480 34760		BUSINESS RENTALS					
	-28,656.00	-28,656.00	-19,114.64	-2,389.33	0.00	-9,541.36	66.7%
480 34762		MOORINGS-TAXABLE					
	-55,000.00	-55,000.00	-34,737.57	-4,582.35	0.00	-20,262.43	63.2%
480 34767		SERVICES-TAXABLE					
	-6,010.00	-6,010.00	-1,253.85	-135.43	0.00	-4,756.15	20.9%
480 34770		FUEL-DIESEL					
	-1,500,000.00	-1,500,000.00	-1,096,072.33	-246,557.05	0.00	-403,927.67	73.1%
480 34771		FUEL-GAS					
	-426,000.00	-426,000.00	-101,615.44	-69,962.84	0.00	-324,384.56	23.9%
480 34775		FUEL-DISCOUNTS DIESEL					
	13,200.00	13,200.00	15,516.62	3,919.62	0.00	-2,316.62	117.6%
480 34776		FUEL-DISCOUNTS GAS					
	6,000.00	6,000.00	591.42	434.99	0.00	5,408.58	9.9%
480 36110		INTEREST					
	0.00	0.00	-8,313.31	-980.67	0.00	8,313.31	100.0%
480 36215		NON-TAXABLE RENT					
	-5,556.00	-5,556.00	-1,670.28	-56.25	0.00	-3,885.72	30.1%
480 36990		OTHER REVENUE					
	-672.00	-672.00	-6,502.94	-630.97	0.00	5,830.94	967.7%
480 38101		FROM GENERAL FUND					
	-686,660.00	-686,660.00	-457,773.32	-57,221.67	0.00	-228,886.68	66.7%
480 38910		CASH BALANCE FORWARD					
	-786,066.00	-786,066.00	0.00	0.00	0.00	-786,066.00	.0%
480 53100		PROFESSIONAL SERVICES					
	37,600.00	37,600.00	18,945.00	2,412.00	0.00	18,655.00	50.4%
480 53200		AUDITING					
	7,371.00	7,371.00	4,995.96	696.21	0.00	2,375.04	67.8%
480 53400		CONTRACTUAL					
	577,667.00	577,667.00	369,300.09	53,089.36	0.00	208,366.91	63.9%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 54000		TRAINING/TRAVEL					
	1,960.00	1,960.00	124.75	0.00	0.00	1,835.25	6.4%
480 54100		COMM - PHONE/FAX/ALARM					
	4,296.00	4,296.00	2,547.81	57.84	0.00	1,748.19	59.3%
480 54103		COMMUNICATIONS-INTERNET					
	13,980.00	13,980.00	2,227.90	252.61	0.00	11,752.10	15.9%
480 54200		POSTAGE					
	120.00	120.00	20.75	-14.22	0.00	99.25	17.3%
480 54300		UTILITIES ELECTRIC					
	10,000.00	10,000.00	3,656.02	686.00	0.00	6,343.98	36.6%
480 54310		UTILITIES-WATER & WASTEWATER					
	17,640.00	17,640.00	10,875.70	1,095.28	0.00	6,764.30	61.7%
480 54500		INSURANCE					
	596,112.00	596,112.00	382,901.28	50,771.74	0.00	213,210.72	64.2%
480 54610		R/M BLDG & GROUNDS					
	27,000.00	27,000.00	30,931.00	4,080.88	44.00	-3,975.00	114.7%
480 54611		R/M FACILITIES					
	15,000.00	15,000.00	9,966.75	1,069.35	0.00	5,033.25	66.4%
480 54620		R/M EQUIPMENT					
	19,300.00	108,600.00	82,391.64	51,352.23	23,560.38	2,647.98	97.6%
480 54630		R/M VEHICLES-LABOR					
	500.00	500.00	1,200.00	900.00	0.00	-700.00	240.0%
480 54640		R/M VEHICLES-PARTS					
	1,000.00	1,000.00	1,371.21	1,366.21	0.00	-371.21	137.1%
480 54675		R/M MOORING FIELD					
	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	.0%
480 54800		PROMOTIONAL					
	62,100.00	62,100.00	30,145.36	5,211.17	0.00	31,954.64	48.5%
480 55100		OFFICE SUPPLIES					
	3,750.00	3,750.00	2,758.67	242.49	0.00	991.33	73.6%
480 55200		OPERATING SUPPLIES					
	218,750.00	218,750.00	127,561.29	34,008.08	0.00	91,188.71	58.3%
480 55210		UNIFORMS					
	4,200.00	4,200.00	1,459.36	0.00	0.00	2,740.64	34.7%
480 55220		JANITORIAL SUPPLIES					
	4,800.00	4,800.00	940.23	53.27	0.00	3,859.77	19.6%
480 55400		BOOKS/SUBS/DUES					
	0.00	0.00	842.12	33.98	0.00	-842.12	100.0%
480 55510		FUEL FOR RESALE					
	1,361,000.00	1,197,000.00	766,697.51	195,345.75	0.00	430,302.49	64.1%
480 56200 23034		BUILDING					
	6,000.00	6,000.00	0.00	0.00	10,163.00	-4,163.00	169.4%
480 56300 24039		MARINA BOARDWALK					
	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56328 24001		FY24 DREDGING-MARINA					
	500,000.00	920,000.00	906,500.00	0.00	9,000.00	4,500.00	99.5%
480 56400		MACH/EQUIP					
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
480 57100		PRINCIPAL					
	603,685.00	603,685.00	90,451.12	11,306.39	0.00	513,233.88	15.0%
480 57200		INTEREST					
	82,975.00	82,975.00	44,274.79	1,410.11	0.00	38,700.21	53.4%
480 59990		RESERVE					
	932,289.00	586,989.00	0.00	0.00	0.00	586,989.00	.0%
TOTAL MARINA	0.00	0.00	-299,432.79	-146,854.64	42,767.38	256,665.41	100.0%
TOTAL REVENUES	-5,321,095.00	-5,321,095.00	-3,192,519.10	-562,281.37	0.00	-2,128,575.90	
TOTAL EXPENSES	5,321,095.00	5,321,095.00	2,893,086.31	415,426.73	42,767.38	2,385,241.31	
GRAND TOTAL	0.00	0.00	-299,432.79	-146,854.64	42,767.38	256,665.41	100.0%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110	INTEREST						
	0.00	0.00	-113.79	0.00	0.00	113.79	100.0%
510 36990	OTHER REVENUE						
	-4,500.00	-4,500.00	-2,733.90	-1,332.90	0.00	-1,766.10	60.8%
510 36992	GAIN ON SALE OF ASSET						
	-75,000.00	-75,000.00	-18,541.06	0.00	0.00	-56,458.94	24.7%
510 38040	PARTS						
	0.00	0.00	-877.90	-294.63	0.00	877.90	100.0%
510 38045	LABOR						
	0.00	0.00	-762.50	0.00	0.00	762.50	100.0%
510 38053	GAS/OIL						
	-532,100.00	-532,100.00	-293,150.59	-47,789.53	0.00	-238,949.41	55.1%
510 38910	CASH BALANCE FORWARD						
	-62,128.00	-62,128.00	0.00	0.00	0.00	-62,128.00	.0%
TOTAL FLEET							
	-673,728.00	-673,728.00	-316,179.74	-49,417.06	0.00	-357,548.26	46.9%
TOTAL REVENUES							
	-673,728.00	-673,728.00	-316,179.74	-49,417.06	0.00	-357,548.26	
5101000 GENERAL FUND							
5101000 38040	PARTS						
	-257,100.00	-257,100.00	-144,395.14	-20,084.25	0.00	-112,704.86	56.2%
5101000 38045	LABOR						
	-208,350.00	-208,350.00	-138,900.04	-17,362.49	0.00	-69,449.96	66.7%
TOTAL GENERAL FUND							
	-465,450.00	-465,450.00	-283,295.18	-37,446.74	0.00	-182,154.82	60.9%
TOTAL REVENUES							
	-465,450.00	-465,450.00	-283,295.18	-37,446.74	0.00	-182,154.82	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040	PARTS						
	0.00	0.00	-371.69	-87.19	0.00	371.69	100.0%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

5102400 FLEET BUILDING/PERMITTING		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING		0.00	0.00	-371.69	-87.19	0.00	371.69	100.0%
TOTAL REVENUES		0.00	0.00	-371.69	-87.19	0.00	371.69	
5102401 FLEET BUILDING/PERMITTING								
5102401 38040	PARTS	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
5102401 38045	LABOR	-1,000.00	-1,000.00	-532.50	-225.00	0.00	-467.50	53.3%
TOTAL FLEET BUILDING/PERMITTING		-2,500.00	-2,500.00	-532.50	-225.00	0.00	-1,967.50	21.3%
TOTAL REVENUES		-2,500.00	-2,500.00	-532.50	-225.00	0.00	-1,967.50	
5104100 GOLF COURSE								
5104100 38040	PARTS	-2,500.00	-2,500.00	-573.69	-117.25	0.00	-1,926.31	22.9%
5104100 38045	LABOR	-1,000.00	-1,000.00	-375.00	-300.00	0.00	-625.00	37.5%
TOTAL GOLF COURSE		-3,500.00	-3,500.00	-948.69	-417.25	0.00	-2,551.31	27.1%
TOTAL REVENUES		-3,500.00	-3,500.00	-948.69	-417.25	0.00	-2,551.31	
5104200 AIRPORT								
5104200 38040	PARTS	-8,000.00	-8,000.00	-2,091.39	-54.50	0.00	-5,908.61	26.1%
5104200 38045	LABOR	-6,000.00	-6,000.00	-2,105.00	-125.00	0.00	-3,895.00	35.1%
TOTAL AIRPORT		-14,000.00	-14,000.00	-4,196.39	-179.50	0.00	-9,803.61	30.0%
TOTAL REVENUES		-14,000.00	-14,000.00	-4,196.39	-179.50	0.00	-9,803.61	



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

5104400 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104400 SANITATION							
5104400 38040	PARTS						
-17,000.00		-17,000.00	-10,268.29	-1,560.53	0.00	-6,731.71	60.4%
5104400 38045	LABOR						
-10,000.00		-10,000.00	-4,475.00	-625.00	0.00	-5,525.00	44.8%
TOTAL SANITATION							
-27,000.00		-27,000.00	-14,743.29	-2,185.53	0.00	-12,256.71	54.6%
TOTAL REVENUES							
-27,000.00		-27,000.00	-14,743.29	-2,185.53	0.00	-12,256.71	
5104500 WASTEWATER							
5104500 38040	PARTS						
-33,000.00		-33,000.00	-38,915.94	-745.72	0.00	5,915.94	117.9%
5104500 38045	LABOR						
-20,000.00		-20,000.00	-10,003.75	-937.50	0.00	-9,996.25	50.0%
TOTAL WASTEWATER							
-53,000.00		-53,000.00	-48,919.69	-1,683.22	0.00	-4,080.31	92.3%
TOTAL REVENUES							
-53,000.00		-53,000.00	-48,919.69	-1,683.22	0.00	-4,080.31	
5104600 WATER							
5104600 38040	PARTS						
-25,000.00		-25,000.00	-20,057.21	-10,966.19	0.00	-4,942.79	80.2%
5104600 38045	LABOR						
-12,000.00		-12,000.00	-10,050.00	-2,757.50	0.00	-1,950.00	83.8%
TOTAL WATER							
-37,000.00		-37,000.00	-30,107.21	-13,723.69	0.00	-6,892.79	81.4%
TOTAL REVENUES							
-37,000.00		-37,000.00	-30,107.21	-13,723.69	0.00	-6,892.79	
5104700 STORMWATER							
5104700 38040	PARTS						
-12,000.00		-12,000.00	-8,446.65	-4,384.57	0.00	-3,553.35	70.4%



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	-7,500.00	LABOR -7,500.00	-4,482.50	-775.00	0.00	-3,017.50	59.8%
TOTAL STORMWATER	-19,500.00	-19,500.00	-12,929.15	-5,159.57	0.00	-6,570.85	66.3%
TOTAL REVENUES	-19,500.00	-19,500.00	-12,929.15	-5,159.57	0.00	-6,570.85	
5104800 MARINA							
5104800 38040	-1,000.00	PARTS -1,000.00	-1,371.21	-1,366.21	0.00	371.21	137.1%
5104800 38045	-500.00	LABOR -500.00	-1,200.00	-900.00	0.00	700.00	240.0%
TOTAL MARINA	-1,500.00	-1,500.00	-2,571.21	-2,266.21	0.00	1,071.21	171.4%
TOTAL REVENUES	-1,500.00	-1,500.00	-2,571.21	-2,266.21	0.00	1,071.21	
GRAND TOTAL	-1,297,178.00	-1,297,178.00	-714,794.74	-112,790.96	0.00	-582,383.26	55.1%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	218,900.00	218,900.00	132,499.60	26,385.16	0.00	86,400.40	60.5%
510 51400		OVERTIME					
	12,000.00	12,000.00	7,477.13	2,107.36	0.00	4,522.87	62.3%
510 52100		FICA					
	16,704.00	16,704.00	10,691.12	2,169.18	0.00	6,012.88	64.0%
510 52200		RETIREMENT					
	47,083.00	47,083.00	29,840.48	6,103.11	0.00	17,242.52	63.4%
510 52300		HEALTH INSUR					
	35,308.00	35,308.00	18,858.58	2,884.87	0.00	16,449.42	53.4%
510 52301		LIFE INSUR					
	799.00	799.00	498.21	71.12	0.00	300.79	62.4%
510 52400		WORKERS' COMP					
	3,003.00	3,003.00	2,002.00	250.25	0.00	1,001.00	66.7%
510 53200		AUDITING					
	2,463.00	2,463.00	1,642.00	205.25	0.00	821.00	66.7%
510 53400		CONTRACTUAL					
	25,534.00	25,534.00	22,839.05	5,631.04	0.00	2,694.95	89.4%
510 54000		TRAINING/TRAVEL					
	3,250.00	3,250.00	1,234.00	0.00	0.00	2,016.00	38.0%
510 54100		COMM - PHONE/FAX/ALARM					
	264.00	264.00	264.00	0.00	0.00	0.00	100.0%
510 54101		COMMUNICATIONS-CELLULAR					
	650.00	650.00	200.00	25.00	0.00	450.00	30.8%
510 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	672.48	0.00	0.00	1,181.52	36.3%
510 54300		UTILITIES ELECTRIC					
	3,900.00	3,900.00	3,148.49	244.86	0.00	751.51	80.7%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,400.00	2,400.00	1,417.46	187.04	0.00	982.54	59.1%
510 54500		INSURANCE					
	26,275.00	26,275.00	17,516.68	2,189.58	0.00	8,758.32	66.7%
510 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 54611		R/M FACILITIES					
	14,736.00	14,736.00	7,249.80	2,088.54	0.00	7,486.20	49.2%
510 54620		R/M EQUIPMENT					
	10,500.00	10,500.00	7,158.76	4,349.74	0.00	3,341.24	68.2%
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	762.50	0.00	0.00	1,237.50	38.1%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640		R/M VEHICLES-PARTS					
	4,000.00	4,000.00	2,233.79	0.00	0.00	1,766.21	55.8%
510 55100		OFFICE SUPPLIES					
	250.00	250.00	17.80	0.00	0.00	232.20	7.1%
510 55200		OPERATING SUPPLIES					
	11,630.00	10,630.00	6,972.26	743.56	0.00	3,657.74	65.6%
510 55210		UNIFORMS					
	2,175.00	2,175.00	900.00	0.00	0.00	1,275.00	41.4%
510 55230		GAS/OIL					
	6,500.00	6,500.00	4,190.17	829.99	0.00	2,309.83	64.5%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 56300 24040		GARAGE APRONS					
	10,000.00	3,686.00	0.00	0.00	0.00	3,686.00	.0%
510 56400		MACH/EQUIP					
	55,000.00	62,114.00	62,113.01	0.00	0.00	0.99	100.0%
510 56401		EQUIP-NON CAPITAL					
	4,000.00	4,200.00	4,200.00	0.00	0.00	0.00	100.0%
510 58600		GAS/OIL COSTS					
	455,000.00	455,000.00	236,079.37	38,731.99	0.00	218,920.63	51.9%
510 58700		VEHICLE PARTS/SRVS COSTS					
	320,000.00	320,000.00	210,770.80	34,954.87	0.00	109,229.20	65.9%
TOTAL FLEET							
	1,297,178.00	1,297,178.00	793,449.54	130,152.51	0.00	503,728.46	61.2%
TOTAL EXPENSES							
	1,297,178.00	1,297,178.00	793,449.54	130,152.51	0.00	503,728.46	
GRAND TOTAL							
	1,297,178.00	1,297,178.00	793,449.54	130,152.51	0.00	503,728.46	61.2%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-14,499.91	-1,925.00	0.00	-17,500.09	45.3%
520 36110		INTEREST					
	0.00	0.00	-1,560.39	-184.36	0.00	1,560.39	100.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-25.03	-10.00	0.00	25.03	100.0%
520 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-1,225.00	-1,225.00	0.00	1,225.00	100.0%
520 38910		CASH BALANCE FORWARD					
	-257,623.00	-257,623.00	0.00	0.00	0.00	-257,623.00	.0%
TOTAL UTILITY BILLING	-289,623.00	-289,623.00	-17,310.33	-3,344.36	0.00	-272,312.67	6.0%
TOTAL REVENUES	-289,623.00	-289,623.00	-17,310.33	-3,344.36	0.00	-272,312.67	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-4,866.68	-608.33	0.00	-2,433.32	66.7%
TOTAL AIRPORT	-7,300.00	-7,300.00	-4,866.68	-608.33	0.00	-2,433.32	66.7%
TOTAL REVENUES	-7,300.00	-7,300.00	-4,866.68	-608.33	0.00	-2,433.32	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-61,333.32	-7,666.67	0.00	-30,666.68	66.7%
TOTAL SANITATION	-92,000.00	-92,000.00	-61,333.32	-7,666.67	0.00	-30,666.68	66.7%
TOTAL REVENUES	-92,000.00	-92,000.00	-61,333.32	-7,666.67	0.00	-30,666.68	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	66.7%
TOTAL WASTE WATER	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	66.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	66.7%
TOTAL WATER	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	66.7%
TOTAL REVENUES	-200,000.00	-200,000.00	-133,333.32	-16,666.67	0.00	-66,666.68	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-23,333.32	-2,916.67	0.00	-11,666.68	66.7%
TOTAL STORMWATER	-35,000.00	-35,000.00	-23,333.32	-2,916.67	0.00	-11,666.68	66.7%
TOTAL REVENUES	-35,000.00	-35,000.00	-23,333.32	-2,916.67	0.00	-11,666.68	
GRAND TOTAL	-823,923.00	-823,923.00	-373,510.29	-47,869.37	0.00	-450,412.71	45.3%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	322,458.00	322,458.00	210,852.25	37,208.35	0.00	111,605.75	65.4%
520 51400		OVERTIME					
	2,000.00	2,000.00	1,022.76	231.43	0.00	977.24	51.1%
520 52100		FICA					
	24,207.00	24,207.00	15,897.36	2,818.87	0.00	8,309.64	65.7%
520 52200		RETIREMENT					
	69,156.00	69,156.00	45,447.93	8,019.59	0.00	23,708.07	65.7%
520 52300		HEALTH INSUR					
	65,239.00	65,239.00	43,377.20	5,423.42	0.00	21,861.80	66.5%
520 52301		LIFE INSUR					
	1,139.00	1,139.00	795.12	99.39	0.00	343.88	69.8%
520 52400		WORKERS' COMP					
	338.00	338.00	225.32	28.17	0.00	112.68	66.7%
520 53400		CONTRACTUAL					
	58,892.00	58,892.00	39,724.94	2,812.57	0.00	19,167.06	67.5%
520 54000		TRAINING/TRAVEL					
	3,575.00	3,575.00	684.71	105.66	0.00	2,890.29	19.2%
520 54100		COMM - PHONE/FAX/ALARM					
	1,392.00	1,392.00	1,133.88	48.78	0.00	258.12	81.5%
520 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	796.68	124.20	0.00	1,057.32	43.0%
520 54200		POSTAGE					
	54,000.00	54,000.00	32,797.98	5,100.21	0.00	21,202.02	60.7%
520 54300		UTILITIES ELECTRIC					
	3,675.00	3,675.00	1,948.34	337.30	0.00	1,726.66	53.0%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	630.18	159.74	0.00	469.82	57.3%
520 54500		INSURANCE					
	9,439.00	9,439.00	6,292.68	786.58	0.00	3,146.32	66.7%
520 54610		R/M BLDG & GROUNDS					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611		R/M FACILITIES					
	7,500.00	7,500.00	4,187.30	0.00	0.00	3,312.70	55.8%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	8,490.00	8,490.00	0.00	0.00	0.00	8,490.00	.0%
520 54902		BAD DEBT EXPENSE					
	2,000.00	2,000.00	2,074.83	16.89	0.00	-74.83	103.7%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55100		OFFICE SUPPLIES					
	4,115.00	4,115.00	590.69	31.15	0.00	3,524.31	14.4%
520 55200		OPERATING SUPPLIES					
	7,230.00	7,230.00	3,600.32	903.00	0.00	3,629.68	49.8%
520 55210		UNIFORMS					
	1,200.00	1,200.00	400.00	0.00	0.00	800.00	33.3%
520 55220		JANITORIAL SUPPLIES					
	685.00	685.00	183.42	55.58	0.00	501.58	26.8%
520 59990		RESERVE					
	172,789.00	172,789.00	0.00	0.00	0.00	172,789.00	.0%
TOTAL UTILITY BILLING							
	823,923.00	823,923.00	412,663.89	64,310.88	0.00	411,259.11	50.1%
TOTAL EXPENSES							
	823,923.00	823,923.00	412,663.89	64,310.88	0.00	411,259.11	
GRAND TOTAL							
	823,923.00	823,923.00	412,663.89	64,310.88	0.00	411,259.11	50.1%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110		INTEREST					
	-1,000.00	-1,000.00	-634.63	-101.34	0.00	-365.37	63.5%
530 38910		CASH BALANCE FORWARD					
	-43,083.00	-43,083.00	0.00	0.00	0.00	-43,083.00	.0%
TOTAL UTILITY ADMIN	-44,083.00	-44,083.00	-634.63	-101.34	0.00	-43,448.37	1.4%
TOTAL REVENUES	-44,083.00	-44,083.00	-634.63	-101.34	0.00	-43,448.37	
5304500 WASTE WATER							
5304500 38054		CHARGES FOR UTIL ADM					
	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	66.7%
TOTAL WASTE WATER	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	66.7%
TOTAL REVENUES	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	
5304600 WATER							
5304600 38054		CHARGES FOR UTIL ADM					
	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	66.7%
TOTAL WATER	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	66.7%
TOTAL REVENUES	-330,585.00	-330,585.00	-220,390.00	-27,548.75	0.00	-110,195.00	
5304700 STORMWATER							
5304700 38054		CHARGES FOR UTIL ADM					
	-220,390.00	-220,390.00	-146,926.68	-18,365.83	0.00	-73,463.32	66.7%



**City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT**

FOR 2024 08

5304700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL STORMWATER	-220,390.00	-220,390.00	-146,926.68	-18,365.83	0.00	-73,463.32	66.7%
TOTAL REVENUES	-220,390.00	-220,390.00	-146,926.68	-18,365.83	0.00	-73,463.32	
GRAND TOTAL	-925,643.00	-925,643.00	-588,341.31	-73,564.67	0.00	-337,301.69	63.6%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	511,507.00	511,507.00	281,910.29	49,792.45	0.00	229,596.71	55.1%
530 51400		OVERTIME					
	3,000.00	3,000.00	9,769.71	2,490.29	0.00	-6,769.71	325.7%
530 52100		FICA					
	36,934.00	36,934.00	20,965.13	3,812.04	0.00	15,968.87	56.8%
530 52200		RETIREMENT					
	109,759.00	109,759.00	62,663.16	11,198.97	0.00	47,095.84	57.1%
530 52300		HEALTH INSUR					
	117,869.00	117,869.00	57,332.19	7,195.90	0.00	60,536.81	48.6%
530 52301		LIFE INSUR					
	2,079.00	2,079.00	1,098.86	138.70	0.00	980.14	52.9%
530 52400		WORKERS' COMP					
	6,439.00	6,439.00	4,292.68	536.58	0.00	2,146.32	66.7%
530 53400		CONTRACTUAL					
	34,844.00	34,844.00	30,153.88	772.94	0.00	4,690.12	86.5%
530 54000		TRAINING/TRAVEL					
	14,000.00	14,000.00	6,851.60	3,140.92	0.00	7,148.40	48.9%
530 54100		COMM - PHONE/FAX/ALARM					
	960.00	960.00	830.94	24.39	0.00	129.06	86.6%
530 54101		COMMUNICATIONS-CELLULAR					
	3,000.00	3,000.00	803.09	175.04	0.00	2,196.91	26.8%
530 54103		COMMUNICATIONS-INTERNET					
	1,854.00	1,854.00	813.65	126.19	0.00	1,040.35	43.9%
530 54200		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	2,374.16	337.30	0.00	625.84	79.1%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	630.15	159.72	0.00	169.85	78.8%
530 54500		INSURANCE					
	10,283.00	10,283.00	6,855.32	856.92	0.00	3,427.68	66.7%
530 54610		R/M BLDG & GROUNDS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
530 54611		R/M FACILITIES					
	7,500.00	7,500.00	4,323.25	0.00	0.00	3,176.75	57.6%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	1,437.61	234.48	0.00	2,562.39	35.9%
530 55200		OPERATING SUPPLIES					
	4,030.00	4,030.00	812.65	0.00	0.00	3,217.35	20.2%



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55210		UNIFORMS					
	2,700.00	2,700.00	1,000.00	0.00	0.00	1,700.00	37.0%
530 55220		JANITORIAL SUPPLIES					
	2,000.00	2,000.00	204.89	55.57	0.00	1,795.11	10.2%
530 55400		BOOKS/SUBS/DUES					
	3,000.00	3,000.00	746.00	0.00	0.00	2,254.00	24.9%
530 59990		RESERVE					
	44,085.00	44,085.00	0.00	0.00	0.00	44,085.00	.0%
TOTAL UTILITY ADMIN	925,643.00	925,643.00	495,869.21	81,048.40	0.00	429,773.79	53.6%
TOTAL EXPENSES	925,643.00	925,643.00	495,869.21	81,048.40	0.00	429,773.79	
GRAND TOTAL	925,643.00	925,643.00	495,869.21	81,048.40	0.00	429,773.79	53.6%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL							
610 36110		INTEREST					
	-375,000.00	-375,000.00	-389,798.72	-32,453.76	0.00	14,798.72	103.9%
610 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	273,118.68	0.00	0.00	-328,118.68	-496.6%
610 36130		INCOME/LOSS/REALIZED G/L					
	-60,000.00	-60,000.00	-47,425.67	0.00	0.00	-12,574.33	79.0%
610 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-149,940.27	-26,332.38	0.00	-350,059.73	30.0%
610 36840		CONTRIBUTIONS FROM CITY					
	-2,116,754.00	-2,116,754.00	-1,176,436.96	-160,238.49	0.00	-940,317.04	55.6%
610 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-642,339.00	-642,339.00	-357,566.25	-48,625.24	0.00	-284,772.75	55.7%
610 36990		OTHER REVENUE					
	0.00	0.00	-8,166.27	629.07	0.00	8,166.27	100.0%
610 38910		CASH BALANCE FORWARD					
	-25,274,554.00	-25,274,554.00	0.00	0.00	0.00	-25,274,554.00	.0%
610 53400		CONTRACTUAL					
	117,435.00	117,435.00	105,648.79	4,174.48	0.00	11,786.21	90.0%
610 53401		CONTRACTUAL AMERICAN CORE REA					
	26,400.00	26,400.00	14,278.85	0.00	0.00	12,121.15	54.1%
610 53404		INVESTMENT EXPENSE					
	35,765.00	35,765.00	19,222.23	0.00	0.00	16,542.77	53.7%
610 53600		RETIREE BENEFITS					
	1,921,652.00	1,921,652.00	999,319.64	142,610.33	0.00	922,332.36	52.0%
610 53610		CONTRIBUTION REFUNDS					
	0.00	0.00	51,224.47	0.00	0.00	-51,224.47	100.0%
610 59990		RESERVE					
	26,922,395.00	26,922,395.00	0.00	0.00	0.00	26,922,395.00	.0%
TOTAL PENSION - GENERAL							
	0.00	0.00	-666,521.48	-120,235.99	0.00	666,521.48	100.0%
TOTAL REVENUES							
	-29,023,647.00	-29,023,647.00	-1,856,215.46	-267,020.80	0.00	-27,167,431.54	
TOTAL EXPENSES							
	29,023,647.00	29,023,647.00	1,189,693.98	146,784.81	0.00	27,833,953.02	
GRAND TOTAL							
	0.00	0.00	-666,521.48	-120,235.99	0.00	666,521.48	100.0%

** END OF REPORT - Generated by Marileida Hernandez **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251		STATE/FIRE INSURANCE TAX					
	-115,000.00	-115,000.00	-27,890.54	0.00	0.00	-87,109.46	24.3%
620 31252		STATE/POLICE INSURANCE TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110		INTEREST					
	-450,000.00	-450,000.00	-338,402.01	-37,988.66	0.00	-111,597.99	75.2%
620 36120		UNREALIZED GAIN					
	-55,000.00	-55,000.00	312,769.71	0.00	0.00	-367,769.71	-568.7%
620 36130		INCOME/LOSS/REALIZED G/L					
	-70,000.00	-70,000.00	-54,310.87	0.00	0.00	-15,689.13	77.6%
620 36700		GAIN/LOSS ON INVESTMENT					
	-500,000.00	-500,000.00	-318,477.25	-30,941.01	0.00	-181,522.75	63.7%
620 36850		CONTRIBUTIONS FROM EMPLOYEES					
	-420,435.00	-420,435.00	-270,939.03	-32,398.90	0.00	-149,495.97	64.4%
620 36990		OTHER REVENUE					
	0.00	0.00	67.01	956.20	0.00	-67.01	100.0%
620 38910		CASH BALANCE FORWARD					
	-28,784,379.00	-28,784,379.00	0.00	0.00	0.00	-28,784,379.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-30,504,814.00	-30,504,814.00	-697,182.98	-100,372.37	0.00	-29,807,631.02	2.3%
TOTAL REVENUES							
	-30,504,814.00	-30,504,814.00	-697,182.98	-100,372.37	0.00	-29,807,631.02	
6202100 POLICE							
6202100 36840		CONTRIBUTIONS FROM CITY					
	-947,475.00	-947,475.00	-596,261.78	-75,990.17	0.00	-351,213.22	62.9%
TOTAL POLICE							
	-947,475.00	-947,475.00	-596,261.78	-75,990.17	0.00	-351,213.22	62.9%
TOTAL REVENUES							
	-947,475.00	-947,475.00	-596,261.78	-75,990.17	0.00	-351,213.22	
6202200 FIRE							
6202200 36840		CONTRIBUTIONS FROM CITY					
	-846,784.00	-846,784.00	-468,491.40	-59,706.56	0.00	-378,292.60	55.3%



**City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT**

FOR 2024 08

6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-846,784.00	-846,784.00	-468,491.40	-59,706.56	0.00	-378,292.60	55.3%
TOTAL REVENUES	-846,784.00	-846,784.00	-468,491.40	-59,706.56	0.00	-378,292.60	
GRAND TOTAL	-32,299,073.00	-32,299,073.00	-1,761,936.16	-236,069.10	0.00	-30,537,136.84	5.5%

** END OF REPORT - Generated by Ashley Butler **



City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400		CONTRACTUAL					
	120,700.00	120,700.00	83,672.92	4,725.46	0.00	37,027.08	69.3%
620 53401		CONTRACTUAL-AMERICAN CORE REA					
	40,000.00	40,000.00	16,351.84	0.00	0.00	23,648.16	40.9%
620 53404		INVESTMENT EXPENSE					
	65,000.00	65,000.00	38,299.21	3.00	0.00	26,700.79	58.9%
620 53600		RETIREE BENEFITS					
	1,980,000.00	1,980,000.00	1,027,673.25	147,326.10	0.00	952,326.75	51.9%
620 53610		CONTRIBUTION REFUNDS					
	0.00	0.00	28,173.23	0.00	0.00	-28,173.23	100.0%
620 59990		RESERVE					
	30,093,373.00	30,093,373.00	0.00	0.00	0.00	30,093,373.00	.0%
TOTAL PENSION - POLICE/FIRE							
	32,299,073.00	32,299,073.00	1,194,170.45	152,054.56	0.00	31,104,902.55	3.7%
TOTAL EXPENSES							
	32,299,073.00	32,299,073.00	1,194,170.45	152,054.56	0.00	31,104,902.55	
GRAND TOTAL							
	32,299,073.00	32,299,073.00	1,194,170.45	152,054.56	0.00	31,104,902.55	3.7%

** END OF REPORT - Generated by Ashley Butler **

City of Fernandina Beach
Accounts Receivable Analysis

5/31/2024

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
9,352	Active Customers			\$ 1,108,069.87
634		30	75,567.56	
50		60	3,032.82	* payment terms
30		90	2,108.82	*
10		120+	397.65	*
634		Total	\$ 81,106.85	

Utility Billings - Closed accounts (including accts not yet turned over to Collection Agency)

63 accts.
w/delinquent balances \$ 6,789.60

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of \$ Transferred	Amt of \$ Recovered by CCI	Amt of \$ Recovered by UB	Total \$ Recovered	% recovered
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 Charged Off	Effective 9/30/18	-	-	-		0.00%
2016 Charged Off	Effective 9/30/20	-	-	-		0.00%
2017 Charged Off	Effective 9/30/21	-	-	-		0.00%
2018 Charged Off	Effective 9/30/22	-	-	-		0.00%
2019 Charged Off	Effective 09/30/23	-	-	-		0.00%
2020 (thru Dec)	170	32,000.42	1,550.60	2,994.30		14.20%
2021 (thru Dec)	241	51,292.90	1,114.45	4,589.61		11.12%
2022 (thru Dec)	160	37,027.74	2,602.23	5,655.51		22.30%
2023 (thru Dec)	164	39,330.97	1,009.28	6,048.82		17.95%
2024 (thru Jan)	28	5,550.21				
		\$ 165,202.24	\$ 6,276.56	\$ 19,288.24	\$ 25,564.80	15.47%
Recovered to date		\$ (25,564.80)				
Balance currently at CCI		\$ 139,637.44				

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
71	ALL Customers			\$61,082.78
15		30	10,712.60	(Amelia Island Aviation - acct closed)
3	Aircraft Mnt/Newlin/Landmark	60	6,282.62	\$ -
3	Aircraft Mnt/Newlin/Landmark	90	6,279.59	\$ -
1	D. Dickson	120+	2,628.97	\$ -
				\$ 8,758.77
26	Sub Total	\$	25,903.78	\$ 8,758.77
				\$ 34,662.55

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
440	ALL Customers			\$147,833
41		30	8,513.44	
		60	15,494.10	
		90	4,962.27	
		120	11,951.32	
		150+	-	
			40,921.13	
	Customer paid in Advnace		-	Deposit
	Total A/R Balance		40,921.13	

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
6	ALL Customers			2,416.29
2		30	200.29	
0		60	-	
0		90	-	
0		120+	-	
2	Sub Total	\$	200.29	

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

SYNOPSIS: The following minutes are attached for the City Commission's review and consideration for approval:

Community Redevelopment Agency	April 16, 2024
City Commission Regular Meeting	April 16, 2024
City Commission Workshop	May 7, 2024
City Commission Regular Meeting	May 7, 2024
City Commission Regular Meeting	May 21, 2024

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kim Briley, Deputy City Clerk	5/29/2024
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Charles George, City Engineer/Deputy City Manager	5/29/2024
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Caroline Best

Date: May 29, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission met as the Community Redevelopment Agency on Tuesday, April 16, 2024, at 5:00 PM in City Hall Commission Chambers. Present were Mayor Bradley M. Bean, presiding, Vice Mayor David Sturges and Commissioners James Antun, Darron Ayscue and Chip Ross. Also present were City Clerk Caroline Best, Interim City Manager/City Engineer Charles George, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Bean called the meeting to order, and Commissioner Ayscue led the Pledge of Allegiance.

4.1 PROJECT UPDATES: Interim City Manager/Engineer Charles L. George, P.E. provided updates on the Downtown Landscaping Maintenance Project bedding mulch being done by an outside firm who are doing a great job. The Downtown Revitalization Project and Lots C & D Park Plan Design is ongoing and will be presented at the May 7, 2024, City Commission Regular Meeting. Ongoing projects include Alachua Street that is projected to be completed by year end and the Front Street electrical conversion from overhead to underground is currently out to bid. The new railroad stone ballast between Ash and Centre Streets is scheduled to be installed hopefully before the May 3-6, 2024, Shrimp Festival.

Mayor Bean noted the May 7, 2024, City Commission Regular Meeting agenda includes a presentation on parking lots C and D from Thomas and Hutton Engineering Services.

5. DISCUSSION – DIRECTION -ACTION ITEMS: Vice Mayor Sturges inquired if there is interest in the City purchasing the Marlin and Barrel building, located at 19 South 2nd Street, listed for sale at \$2.2 million dollars.

Interim City Manager/Engineer Charles L. George, P.E stated that approximately one and a half years ago, he was tasked with assessing the structure for the purpose of creating additional parking in an effort to expand existing parking Lot E. Mr George noted that the existing structure is located in the flood plain which makes improving the structure cost prohibitive.

Commissioner Ross noted the May 7, 2024, City Commission Workshop will discuss parking and suggested including the Marlin and Barrel building and funding as an item.

6. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:13 PM.

ATTEST:

Caroline Best

Bradley M. Bean

DRAFT

MINUTES

Community Redevelopment Agency Meeting

April 16, 2024

Page 2 of 2

City Clerk

Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, April 16, 2024, at 6:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were City Clerk Caroline Best, City Attorney Tammi Bach, and Interim City Manager/City Engineer Charles George. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Bean called the meeting to order, Commissioner Ayscue led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend Tiffany Gulama of Prince Chapel AME Church.

4.1 PROCLAMATION - "59TH ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL": Mayor Bean read the Proclamation in full proclaiming May 3, 2024, through May 5, 2024, as the "59th Annual Isle of Eight Flags Shrimp Festival". Members of the Isle of Eight Flags Shrimp Festival Committee were present to accept the Proclamation.

4.2 PROCLAMATION - FERNANDINA BEACH HIGH SCHOOL WRESTLING TEAM: Mayor Bean read the Proclamation in full recognizing the Fernandina Beach High School Wrestling Team for outstanding achievement. Head Coach Eric Kubatzke and State Champion Enzo Gamba, State Runner-Up Cael Kubatzke, 4th Place Cole Misciagna, and 5th Place Nolan McKelvy were in attendance to accept the Proclamation.

4.3 PROCLAMATION - "NATIONAL ARBOR DAY": Mayor Bean read the Proclamation in full recognizing April 19, 2024, as "National Arbor Day." Planning and Conservation Department Urban Forester/Arborist David Neville and Amelia Tree Conservancy members were in attendance to accept the Proclamation.

4.4 BUDGET SUMMARY: Comptroller Pauline Testagrose reviewed the budget summary for March 2024 and was available to answer any questions.

5.1 RESOLUTION 2024-57 APPROVING THE SOLE SOURCE PURCHASE OF TAC II SCADA SYSTEM PRODUCT LINE UPGRADES FROM DATA FLOW SYSTEMS FOR THE UTILITIES DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$58,343 \$63,307: According to the agenda support documents, Resolution 2024-57 corrects a Scrivener's Error of the total amount of the contract from \$58,343 to \$63,307. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-57. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.1 RESOLUTION 2024-65 APPROVING A FERNANDINA BEACH MAIN STREET CIVIC ORGANIZATION FEE WAIVER/COSPONSORSHIP APPLICATION FOR THE FERNANDINA 200 BICENTENNIAL IN THE AMOUNT OF \$8,965.00: According to the agenda support documents, Resolution 2024-65 approves the Fernandina Beach Main Street Civic Organization Fee Waiver/Cosponsorship Application for the Fernandina 200 Bicentennial in the amount of \$8,965.00, for City support and in celebration of a commemorative year of events and observances. **A motion was made by Vice Mayor Sturges, seconded by Commissioner Ayscue to approve Resolution 2024-65. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2024-66 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE INTERIM CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES: According to the agenda support documents, Resolution 2024-66 approves the donation of Unit #97, a 2017 Ford Explorer, to the Nassau County School Board. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges to approve Resolution 2024-**

66. Nassau County School District Chief of Police Al Smith thanked the City Commission for their support. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2024-67 APPROVING AN ATHLETIC FACILITIES USE AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND DIOCESE OF ST. AUGUSTINE (ST. MICHAEL'S ACADEMY) FOR THE USE OF THE PECK CENTER COACH NELSON P. WILLIAMS, JR GYMNASIUM AND YBOR ALVAREZ SPORTS COMPLEX: According to the agenda support documents, Resolution 2024-67 approves two Athletic Facilities Use Agreements between the City of Fernandina Beach and Diocese of St. Augustine (St. Michael's Academy) for the use of the Peck Center Coach Nelson P. Williams, Jr. Gymnasium and Ybor Alvarez Sports Complex from January 1, 2024, to December 31, 2024. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-67. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2024-68 DESIGNATING A TOTAL OF TEN (10) TREES AS FOLLOWS: EIGHT (8) PRIVATE PROPERTIES LOCATED AT 404 S. 15TH STREET, 213 N. 19TH STREET, 432 S. 8TH STREET, 226 S. 7TH STREET, 1532 DADE STREET, 1521 FRANKLIN STREET, 103 S. 9TH STREET, 831 GARDEN STREET; AND TWO (2) PUBLIC RIGHTS OF WAY NEAR 808 STANLEY DRIVE AND 810 STANLEY DRIVE; AS PROTECTED HERITAGE TREES: According to the agenda support documents, Resolution 2024-68 approves the designation of "Protected Heritage Tree" to eight (8) trees located on private properties and two (2) trees located on City right of ways in accordance with Land Development Code Section 4.05.15. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-68. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 (Quasi-Judicial) - APPEAL - UNAUTHORIZED TREE REMOVAL FINES - RESOLUTION 2024-69 APPROVING A REDUCTION OF UNAUTHORIZED TREE REMOVAL FINES IN THE AMOUNT OF \$41,000 FOR PROPERTY LOCATED AT 901 SAN FERNANDO STREET: According to the agenda support documents, Resolution 2024-69 reduces unauthorized tree removal fines up to \$41,000, for trees removed without a permit at 901 San Fernando Street, due to the trees removed being located within the boundaries of a proposed single family home footprint.

City Attorney Bach explained that the property owners removed trees without a permit, it is within the City Commission's discretion to waive fines. City Attorney Bach explained the quasi-judicial process and City Clerk Best administered the oath.

IN SUPPORT: Kelly and Chris Manus, 202 Amelia Street, property owners, gave a presentation and read their statement into the record.

Commissioner Ross explained his understanding is that staff told them that they did not need a permit to remove trees on a vacant lot.

Jacksonville Beach Arborist David Martin stated the removed trees were either dead and/or invasive or co-dominate.

Commissioner Ross inquired if Arborist Martin was familiar with the tree regulations. Arborist Martin replied yes.

Planning and Conservation Arborist Dave Neville stated he looked at a live oak on the site and deemed it appropriate for removal. Planning and Conservation Deputy Director Kelly Gibson clarified this matter must be resolved prior to building permits being issued. Florida Statute requirement for hazardous trees; no permit needed.

Arborist Neville explained the tree removal permit requirements and stated Mr. Martins' assessment was related to a vacant lot. Planning and Conservation Deputy Director Kelly Gibson

stated Mr. Martin's arborist report was not compliant with Florida Statute. Discussion ensued amongst the Commission regarding miscommunication, staff training, processes, and code language clarification.

NOT IN SUPPORT: Ms. Lynne Pannone, 9 Marsh Hawk Road, representing the Amelia Tree Conservancy, stated all involved parties need to be held accountable in this situation noting as a Tree City USA, the City should act like it.

NOT IN SUPPORT: Joyce Tuten, 2120 Beech Street, stated the tree that was marked invasive is incorrect and it is incumbent upon the arborist to know which trees are invasive.

A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2024-69, waiving \$41,000 in tree removal fines due to miscommunication. Commissioner Antun suggested stop gaps be put in place so that this does not occur again. Interim City Manager/City Engineer Charles George confirmed he will review with staff. Commissioner Ross stated the rules are not clearly defined and staff did not appropriately inform the property owners. A previous City Commission enacted high fines to thwart unauthorized tree removal. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2024-70 APPROVING AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF NORTHEAST FLORIDA ESTABLISHING A YOUTH MENTORING PROGRAM WITH THE FIRE DEPARTMENT AND POLICE DEPARTMENT. According to the agenda support documents, Resolution 2024-70 approves an agreement with Big Brothers Big Sisters of Northeast Florida establishing a youth mentoring program with Fire Department personnel and Police Department personnel. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve Resolution 2024-70. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.7 RESOLUTION 2024-71 APPROVES WITHHOLDING THE COLLECTION OF CITY-ASSESSED IMPACT FEES FOR NASSAU HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF FOUR AFFORDABLE HOUSING UNITS LOCATED AT 811 SOUTH 11TH STREET, 813 SOUTH 11TH STREET, 815 SOUTH 11TH STREET, AND 817 SOUTH 11TH STREET: According to the agenda support documents, Resolution 2024-71 approves Nassau Habitat for Humanity's application to withhold collection of City Impact Fees for Parks & Recreation, Public Facilities, Police and Fire, totaling \$20,990.30 for the units located at 811 S. 11th Street, 813, S. 11th Street, 815 S. 11th Street, and 817 S. 11th Street. **This item was removed from consideration by Nassau Habitat for Humanity.**

6.8 RESOLUTION 2024-72 ADOPTING THE MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) PLAN IN CONJUNCTION WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS; APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR THEIR PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) PROGRAM: According to the agenda support documents, Resolution 2024-72 adopts the City and County work jointly on the CRS Program for Public Information (PPI). Nassau County and the City of Fernandina Beach desire to enter into the associated Interlocal Agreement to provide for a financial aid contribution from the County to the City for PPI contracted vendor expenses and associated outreach materials. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-72. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.9 RESOLUTION 2024-73 APPROVING BUDGET TRANSFERS IN FISCAL YEAR 2023-2024: According to the agenda support documents, Resolution 2024-73 approves reallocations to the Fiscal Year 2023-2024 Budget to fund the Area 5 Drainage Improvement Project #18002 (Alachua Street) in the amount of \$818,552 and the Area 6 Drainage Improvement Project #22013 (Ash Street) in the amount of \$272,172. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-73. Vote upon passage of the motion was**

taken by ayes and nays and being all ayes, carried.

6.10 RESOLUTION 2024-74 APPROVING PASSERO ASSOCIATES LLC WORK ORDER 24-106R FOR THE CONSTRUCTION ADMINISTRATION, PERIODIC CONSTRUCTION MONITORING AND OBSERVATION, QA MATERIAL TESTING, AND GRANT ADMINISTRATION SERVICES FOR THE MUNICIPAL AIRPORT BULK HANGAR B APRON REHABILITATION: According to the agenda support documents, Resolution 2024-74 approves Passero Associates LLC WO 24-106R in the amount of \$47,500 for Bulk Hangar B Apron Rehabilitation. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-74. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.11 RESOLUTION 2024-75 AUTHORIZING THE SUBMITTAL OF A FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES, SPECIAL CATEGORY GRANT APPLICATION FOR \$500,000; AUTHORIZING THE SUBMITTAL OF A FLORIDA LIGHTHOUSE ASSOCIATION GRANT APPLICATION FOR \$125,000 CITY MATCH TOWARD THE COST OF REPAIRING THE AMELIA ISLAND LIGHTHOUSE, A BUILDING ON THE NATIONAL REGISTER OF HISTORIC PLACES: According to the agenda support documents, Resolution 2024-75 authorizes the submittal of a Historic Preservation Special Category Grant application in the amount of \$500,000 and the submittal of a Florida Lighthouse Association Grant application in the amount of \$125,000, to help fund necessary repairs to the Amelia Island Lighthouse, a historically significant building. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-75. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.12 RESOLUTION 2024-76 APPROVING AN AGREEMENT OF SETTLEMENT WITH DAVID AND KRISTINA MCLAUGHLIN IN A PETITION FOR RELIEF MATTER PURSUANT TO CHAPTER 70.51, FLORIDA STATUTES: According to the agenda support documents, Resolution 2024-76 approves the settlement agreement relating to building height calculations for property located at 2200 South Fletcher Avenue. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-76.**

IN SUPPORT: James Pozetta, 103 S. 18th Street, architect for the owner, explained the process is to install less than two feet of fill to prevent the first floor from flooding.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.1 HISTORIC DISTRICT COUNCIL: According to the agenda support documents, there was one appointment to the Historic District Council. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve the appointment of Veronica Byrnes. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 MARINA ADVISORY BOARD: According to the agenda support documents, there was one appointment to the Marina Advisory Board. Interim City Manager/City Engineer Charles George stated staff does not support the appointment of Wayne Guest, a former slip holder, due to several documented problematic incidents. **A motion was made by Commissioner Ross, seconded by Commissioner Antun, to approve staff recommendation to not to appoint Wayne Guest. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 PLANNING ADVISORY BOARD: According to the agenda support documents, there was one appointment to the Planning Advisory Board. **A motion was made by Commissioner Ross, seconded by Commissioner Antun, to approve the appointment of Daphne Forehand. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA: The following individuals spoke to this item:

BIOETHANOL: Jack Imber, 1003 Broome Street, not in support of Rayonier's proposed bioethanol facility and inquired why we are relying on outside counsel to make the determination, which he believes is a dereliction of duty.

Commissioner Ross commented that he supports an outside opinion and at some point, the City Manager will have to decide.

BIOETHANOL: Taina Christner, 406 Beech Street, the bioethanol plant that is being proposed will need a permit that is not allowed and suggested City staff is assisting Rayonier in their efforts to move forward.

GRANT PROGRAM: Kim Wolford, 1315 Broome Street, noted storm season is approaching and suggested a Florida grant program called mysafehomeflorida.com which can assist people who didn't get 50% raises last year.

BIOETHANOL: Medardo Monzon, 1014 Magnolia Woods Court, not in support of the bioethanol plant and suggested hiring experts to evaluate the proposed plant for safety.

BIOETHANOL PLANT: Joyce Tuten, 2120 Beech Street, is in favor of bioethanol but not in the City due to it being a chemical. The City Comprehensive Plan states no chemical manufacturing within City limits and a building permit to prevent setting a precedence.

MOVE PUBLIC COMMENT: Paul Lore, 11 S. 7th Street, requested that Public Comment be moved back to the beginning of the agenda and noted the City organizational chart has citizens at the top.

CITY MANAGER/CITY ENGINEER REPORTS:

LEASE: Interim City Manager/Engineer Charles George confirmed the Farmers Market lease will be reviewed for renewal.

CITY ATTORNEY REPORTS:

PORT: City Attorney Bach reported the Ocean Highway Port Authority (OHPA) mediation will be scheduled and an April 30th meeting has been set to reschedule the hearing for summary judgment and trial date. The City has a contract with the Department of Administrative Hearings to provide reduced rate legal services for mediation.

BRETT'S WATERWAY CAFÉ: City Attorney Bach reported a mediation date will be scheduled for the Brett's Waterway Café case.

CITY CLERK REPORTS:

ELECTION INFORMATION: City Clerk Best stated for awareness, the General Election may occur in August or November depending on whether there are two candidates running in the same seat; if three candidates are running in Seat 1, their names will appear on the August ballot. If two candidates are running in Seat 1, their names will appear on the November ballot.

MAYOR/COMMISSIONER COMMENTS:

SOCIAL MEDIA: Commissioner Ross complimented Mayor Bean for his eloquent response to an errant social media post that made a false claim. Commissioner Antun echoed Commissioner Ross' compliments to Mayor Bean.

MARINA: Commissioner Ross encouraged all interested parties including registered candidates for City Commission to attend the upcoming Marina Advisory Board Monday April 22 5pm in Chambers.

SHRIMP FESTIVAL: Mayor Ayscue wished all a happy Shrimp Festival slated to take place Friday May 3 – Sunday May 5.

SHRIMP FESTIVAL: Vice Mayor Sturges wished all a happy and safe Shrimp Festival.

CONGRATULATIONS: Vice Mayor Sturges congratulated the Fernandina Beach High School Wrestling Team State Champions.

FERNANDINA 200 TIME CAPSULE: Mayor Bean gave a special thanks to Public Works Senior Master Mechanic Chad Manning for volunteering his time and expertise in fabricating the Fernandina 200 time capsule that will be buried in January 2024 for future generations to unearth. Anyone interested in donating items to include, please contact Communications Manager Mary Hamburg.

RECYCLE AND FOOD DRIVE EVENT: The annual City Recycle and Food Drive event will take place Saturday April 20 8am-12:00 Noon at the Public Works yard. Citizens are encouraged to bring old paint, electronics, appliances, household goods and more for recycling.

RECOGNITION: Mayor Bean recognized and thanked the Police department for their great work and dedication.

CONGRATULATIONS: Mayor Bean congratulated the Fernandina Beach Middle School Pirates baseball team for winning the County championship.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:09 PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday May 7, 2024, at 5:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, presiding, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also, present were Deputy City Clerk Kimberly Elliot-Briley, City Engineer/Interim City Manager Charlie George, and City Attorney Tammi Bach. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Bean called the meeting to order, and Commissioner Ayscue led the Pledge of Allegiance to the Flag.

4.1 DOWNTOWN PARKING - CURRENT STATUS: This item is placed on the agenda at the request of Commissioner Ross. Public Works – Operations Director Jeremiah Glisson gave a presentation on existing parking management, improvements, and demand.

4.2 NEW DOWNTOWN PARKING LOT - 115 SOUTH 2ND STREET: This item was placed on the agenda by Commissioner Ross who discussed the acquisition of 115 South 2nd Street for the purpose of creating additional downtown parking, which may no longer be an option due to the property being under contract. Vice Mayor Sturges advocated for the acquisition of the vacant lot located behind Pineland Bank (715 Centre Street) to construct a parking garage or a parking lot. Mayor Bean noted that vehicle technology advancements should be considered prior to investing millions of dollars to construct a parking garage and reiterated that he stands firm on not implementing paid parking. Commissioner Ayscue suggested selling City Hall and using the proceeds to relocate City Hall to a facility and/or area (away from downtown) that contains adequate parking.

4.3 NEW DOWNTOWN PARKING GARAGE - LIBRARY PARKING LOT: This item was placed on the agenda by Commissioner Ross who discussed the feasibility of constructing a parking garage in the existing library parking lot. Following discussion, it was determined that there was limited City Commission desire to construct a parking garage in the existing library parking lot.

4.4 DOWNTOWN PARKING - NORTH 7TH STREET: This item was placed on the agenda by Commissioner Ross who discussed adding additional parking spaces on North 7th Street between Centre Street and Alachua Street as approved by Resolution 2023-49. ***The consensus of the City Commission was for staff to proceed with the North 7th Street paving and improvements as previously approved by Resolution 2023-49.***

4.5 SPECIAL EVENT PARKING: This item is placed on the agenda at the request of Commissioner Ross who discussed amending the Special Event permit process to include parking plans for major special events. Following discussion, ***the consensus of the City Commission was to direct staff to review the special event permit process to include the feasibility of incorporating parking plan requirements.***

4.6 PARKING LOTS C AND D - BUS AND BOAT TRAILER PARKING: This item was placed on the agenda at the request of Commissioner Ross who discussed inadequate downtown bus and boat trailer parking with limited areas to create additional parking and suggested the resolve is to be smarter about using the resources the City already has available. Mayor Bean stressed that boat trailer parking needs to be a priority as currently identified and delineated. ***Mayor Bean requested staff find alternate locations for bus and boat trailer parking when special events occupy Parking Lots C and D.***

At this time, Mayor Bean opened the floor to Public Comment, limited to one minute per speaker.

PARKING: Sheila Cocchi, 1553 Indigo Street, stated she was able to park downtown at Noon on Shrimp Festival Saturday and suggested investing in parking areas the City already owns and researching other solutions such as trolleys and shuttles.

WETLANDS: Doug Roselle, 524 Tarpon Avenue, expressed opposition to filling in the wetlands at 7th Street to construct a parking garage.

BALANCE: Paul Lore, 11 South 7th Street, advocated for caution in overexpansion to maintain balanced support of downtown residents and businesses.

NOT IN SUPPORT: Marian Phillips, 724 South 6th Street, not in support of filling wetlands to construct a parking garage or implementing paid parking.

NOT IN SUPPORT: Michael Sharpe, 130 North 9th Street, expressed the concept that paid parking does not have to be all or nothing and is does not support buses in the downtown area which contributes to City residents grappling with unwanted parking in front of their residences.

ENFORCEMENT: Theresa Duncan, 515 South 5th Street, does not believe there is a downtown parking problem, until recently due to construction on 2nd Street. Also, it does not appear that the current three-hour parking limit is enforced.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:54 PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, May 7, 2024, at 6:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were Deputy City Clerk Kim Elliot-Briley, City Attorney Tammi Bach, and Interim City Manager/City Engineer Charles George. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Bean called the meeting to order, and Police Chief Jeffrey Tambasco led the Pledge of Allegiance to the Flag.

The invocation was given by Police Department Chaplain Charles Mitchell.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Mayor Bean welcomed Nassau Humane Society Executive Director Chantel Scherer who presented “Penelope” the "City Commission Dog of the Month." The shelter is located at 639 Airport Road and has numerous animals for adoption including bunnies, dogs, puppies, cats, and kittens.

4.2 PRESENTATION - "FERNANDINA 200": In commemoration of Fernandina Beach's 200th Anniversary, Lighthouse Keeper Thomas Patrick O'Hagan was not in attendance. **This item will be presented at the June 4 City Commission Regular Meeting.**

4.3 PRESENTATION - THOMAS AND HUTTON: Thomas and Hutton Landscape Architect John Garceau, Jesse Solomon and Charles Ezelle were in attendance and provided an overview of Parking Lots C and D preliminary park plans. The following individuals spoke to this item:

NOT IN SUPPORT: Captain Allan Mills, 1425 Broome Street, suggested the need for parking and not another park.

NOT IN SUPPORT: Mac Morriss, 821 Parkview Place East, not in support of the park plan and provided a handout.

NOT IN SUPPORT: Marian Phillips, 724 South 7th Street, opposed to the park plan.

NOT IN SUPPORT: Michael Sharpe, 130 North 9th Street, agrees with previous speakers who are not in support of the park plan.

NOT IN SUPPORT: Debbie Whiffen, 227 North 11th Street, not in support of the park plan.

IN SUPPORT: Fernandina Beach Main Street Executive Director Lisa Finkelstein expressed support for the park plan.

NOT IN SUPPORT: Paul Lore, 11 South 7th Street, although the plan is a beautiful rendition it is not in the City's best interests, especially at the boat ramp.

NOT IN SUPPORT: Joyce Tuten, 2120 Beech Street, agrees that the views are impactful and should not be obstructed and suggested a compromise regarding the palm trees advocating for more live oaks and restrooms.

Mayor Bean, Commissioner Antun, Commissioner Ayscue, and Commissioner Ross expressed support of the park plan which will beautify and enhance the area.

4.4 PROCLAMATION - "PEACE OFFICERS MEMORIAL DAY" AND "NATIONAL POLICE WEEK": Mayor Bean read the Proclamation in full proclaiming May 15, 2024, as "Peace Officers Memorial Day" and the week of May 12 - May 18, 2024, as "National Police Week." Police Chief Jeffrey Tambasco and members of the Police Department were in attendance to accept the Proclamation.

4.5 PROCLAMATION - "NATIONAL DAY OF PRAYER": Mayor Bean read the Proclamation in full proclaiming May 2, 2024, "National Day of Prayer" in recognition of a long-standing American tradition, providing an opportunity to invite citizens to join in prayer for our Nation. National Day of Prayer Committee Chair Mike Isbell was in attendance to accept.

4.6 PROCLAMATION - RETIREMENT OF HUMAN RESOURCES SENIOR GENERALIST TERESA BRYAN: Mayor Bean read the Proclamation in full recognizing Human Resources Senior Generalist Teresa Bryan upon her retirement after twenty-two years of dedicated service to the City of Fernandina Beach. Ms. Bryan retired on April 30, 2024, and was in attendance to accept the Proclamation.

4.7 PROCLAMATION - "NATIONAL PRESERVATION MONTH": Mayor Bean read the Proclamation in full proclaiming May as, "National Preservation Month" in recognition of the City's commitment to preserving its vast resources in its National Register Historic Districts as a "Preserve America" community and Certified Local Government (CLG). Fernandina Beach Main Street Director Lisa Finkelstein and Amelia Island Restoration Foundation Member Buddy Jacobs and other members were in attendance to accept the Proclamation.

4.8 PROCLAMATION - "MUNICIPAL CLERKS WEEK": According to the agenda support documents, this Proclamation recognizes the week of May 5 - 11, 2024, as "Municipal Clerks Week." **The acceptance of this Proclamation will be presented at the June 4 City Commission Regular Meeting due to City Clerk Best's absence to attend a UF Health Shands awards ceremony where her daughter was honored.**

5.1 APPROVAL OF MINUTES: According to the agenda support documents, the following Minutes were presented for approval: the City Commission Workshop of March 5, 2024; the City Commission Regular Meeting of March 5, 2024; the Special Meeting and Executive Session of March 19, 2024; the City Commission Regular Meeting of March 19, 2024; the City Commission Workshop of April 2, 2024; and the City Commission Regular Meeting of April 2, 2024. Staff recommended approval as submitted. **A motion was made by Commissioner Antun, seconded by Commissioner Ross, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.1 RESOLUTION 2024-71 APPROVES WITHHOLDING THE COLLECTION OF CITY-ASSESSED IMPACT FEES FOR NASSAU HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF FOUR AFFORDABLE HOUSING UNITS LOCATED AT 811 SOUTH 11TH STREET, 813 SOUTH 11TH STREET, 815 SOUTH 11TH STREET, AND 817 SOUTH 11TH STREET: According to the agenda support documents, Resolution 2024-71 approves Nassau Habitat for Humanity's application to withhold

collection of City Impact Fees for Parks & Recreation, Public Facilities, Police and Fire, totaling \$20,990.30 for the units located at 811 S. 11th Street, 813, S. 11th Street, 815 S. 11th Street, and 817 S. 11th Street. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-71. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.2 RESOLUTION 2024-77 APPROVING THE PURCHASE OF SERVER HARDWARE AND SOFTWARE FROM DELL MARKETING VIA COOPERATIVE PURCHASE IN AN AMOUNT NOT TO EXCEED \$52,420.12 IN FISCAL YEAR 2023/2024: According to the agenda support documents, Resolution 2024-77 approves purchasing Dell Marketing replacement server hardware and software that has reached the end of its useful life, in an amount not to exceed \$52,420.12. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-77 upon passage of the motion was taken by ayes and nays and being all ayes,**

6.3 RESOLUTION 2024-78 AUTHORIZING APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #434909-4-94-01 FOR A COVERED MAINTENANCE FACILITY AT THE MUNICIPAL AIRPORT: According to the agenda support documents, Resolution 2024-78 approves the FDOT Public Transportation Grant Agreement (PTGA) #434909-4-94-01 for a covered maintenance facility at the Fernandina Beach Municipal Airport in the amount of \$50,000. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-78. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2024-79 AUTHORIZING APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #443809-2-94-24 FOR THE REHABILITATION OF RUNWAY 13/31 AT THE AIRPORT: According to the agenda support documents, Resolution 2024-79 accepts grant funding for the construction and design of lighting, pavement, and stormwater rehabilitation for Runway 13/31 the Airport in the amount of \$65,000. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-79. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.5 RESOLUTION 2024-80 APPROVING ADDENDUM 2 TO THE FIXED BASED OPERATOR LEASE FOR CITY AIRPORT PROPERTY TO CORRECT ADDENDUM 1 REGARDING GROUND RENT AND CPI INCREASES: According to the agenda support documents, Resolution 2024-80 Eight Flags Aviation, LLC and the City wish to amend certain provisions in the Fernandina Beach Municipal Airport Fixed Base Operator Lease Agreement to provide for additions and amendments to ground lease provisions, fuel farm provisions, and providing for rented office space in the Airport Terminal Facility. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-80. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.6 RESOLUTION 2024-81 APPROVING AN ATHLETIC FACILITIES USE AGREEMENT (CITY-BASED NON- PROFIT YOUTH SWIM TEAMS) WITH ISLE SWIM CLUB CORP. FOR THE USE OF THE DR. MARTIN LUTHER KING JR. RECREATION CENTER: According to the agenda support documents, Resolution 2024-81 approves an Athletic Facility Use Agreement with Isle Swim Club Corp. for use of the

Dr. Martin Luther King Jr. Recreation Center for swimming practice from March 25, 2024, to December 31, 2024. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-81. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.7 Quasi-Judicial - RESOLUTION 2024-82 APPROVING FINAL PLAT, TITLED "BREAKERS TOWNHOMES. According to the agenda support documents, Resolution 2024-82 accepts and approves the plat titled "Breakers Townhomes", as a final plat. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges to approve Resolution 2024-82.**

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed.

Planning and Conservation Deputy Director Kelly Gibson gave a brief overview and staff recommendation of approval. Commissioner Ross stated the final plat is not compliant with the Comprehensive Plan and has a negative impact on the neighboring subdivision.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Antun:	Aye
Commissioner Ross:	Nay
Commissioner Ayscue:	Aye
Vice Mayor Sturges:	Aye
Mayor Bean:	Aye

Motion carried.

6.8 RESOLUTION 2024-83 ACCEPTING A DEED OF DEDICATION FROM PINELAND HOLDING COMPANY, LLC FOR 0.57 ACRES OF VACANT LAND LOCATED ON SADLER ROAD TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED: According to the agenda support documents, Resolution 2024-83 accepts a 0.57-acre donation of land from Pineland Holding Company, LLC for conservation purposes. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2024-83. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

6.9 RESOLUTION 2024-84 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION. According to the agenda support documents, Resolution 2024-84 authorizes the City Attorney to defend the matter of Stephanie Josephs v. Sliders Seaside Grill, Inc. and the City of Fernandina Beach, Case No: 22-CA-207. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-84. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

7.1 FIRST READING OF ORDINANCE 2024-09: City Attorney Bach read Ordinance 2024-09 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN POLICY 1.07.10 (D) TO REDUCE THE DENSITY OF THE CENTRAL BUSINESS DISTRICT (CBD) FROM THIRTY-FOUR (34) DWELLING UNITS PER ACRE TO EIGHTEEN (18) DWELLING UNITS PER ACRE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2024-09 amends the

Comprehensive Plan to reduce net density. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges to approve Ordinance 2024-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

7.2 FIRST READING OF ORDINANCE 2024-10: City Attorney Bach read Ordinance 2024-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE POLICY 4.01.01 DENSITY AND HOUSING TYPES TABLE TO REDUCE THE DENSITY OF THE CENTRAL BUSINESS DISTRICT (C-3) FROM THIRTY-FOUR (34) DWELLING UNITS PER ACRE TO EIGHTEEN (18) DWELLING UNITS PER ACRE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents, Ordinance 2024-10 amends the Land Development Code to reduce net density. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Ordinance 2024-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

8.1 SECOND READING OF ORDINANCE 2024-08: City Attorney Bach read Ordinance 2024-08 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, TECHNICAL CODES, BY AMENDING SECTION 22-26 TO UPDATE THE EDITIONS OF TECHNICAL CODES REFERENCED; BY AMENDING SECTION 22-28 TO CORRECT SITES EXEMPTED AND NUMBERING; BY AMENDING SECTION 22-29 PROVIDING FOR EXEMPTIONS TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents, Ordinance 2024-08 amends the Code of Ordinances to reference updated technical codes. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Ordinance 2024-08. Vote upon passage of the motion was taken by ayes and nays and being all ayes,**

9.1 PEG CHANNEL COMMITTEE - ATTENDANCE - Member Chelsey Lemire: According to the agenda support documents, this matter is presented for Commission consideration in accordance with Code of Ordinance Section 2-122(c)(5): any member who has been absent for three regular meetings in one calendar year is subject to removal.

PEG Channel Committee Member Chelsey Lemire was not present for the Regular Meetings of January 8, 2024, February 5, 2024, and April 1, 2024. **PEG Member Lemire tendered her PEG resignation prior to the May 7 City Commission Regular Meeting.**

9.2 FERNANDINA BEACH YOUTH ADVISORY COMMITTEE - ATTENDANCE - Member Sevina Contreras: According to the agenda support documents, this matter is presented for Commission consideration in accordance with Code of Ordinance Section 2-122(c)(5): any member who has been absent for three regular meetings in one calendar year is subject to removal.

Youth Advisory Committee (YAC) Member Sevina Contreras was not present for the Regular Meetings of February 2, 2024, March 1, 2024, and April 5, 2024. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to remove YAC Member Sevina Contreras.**

9.3 FERNANDINA BEACH YOUTH ADVISORY COMMITTEE – SIX APPOINTMENTS: According to the agenda support documents, there were six

appointments to the Fernandina Beach Youth Advisory Committee. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve the appointments of Ms. Olivia Campbell, Ms. Belen Conley, Ms. Emma Gunn, Mr. Clay Hicks, Mr. Jacob Kovalcik, and Ms. Zatie Venditti. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA: The following individuals spoke to this item:

NOT IN SUPPORT: Corinne Garrett, 2129 Sea Island Court, representing “No Ethanol Fernandina”, not in support of the proposed RYAM bioethanol plant and asked the Commissioners if they supported the law and the RYAM initiative.

COMMENTS: Paul Lore, 11 S. 7TH Street, commended the Youth Advisory Committee and spoke about density and the proposed airspace changes.

WATERFRONT PARK: Sheila Cocchi, 1553 Indigo Street, in support of the proposed waterfront park.

NOT IN SUPPORT: Joyce Tuten, 2120 Beech Street, not in support of the proposed RYAM bioethanol plant and suggested it be workshopped for public input.

NOT IN SUPPORT: Jack Imber, 1003 Broome Street, suggested the City Commission step up and reject the proposed RYAM bioethanol plant and stated the importance of doing the right thing.

NOT IN SUPPORT: Sandy Kerry, 1255 Forrest Drive, not in support of the proposed RYAM bioethanol plant that should be placed on a ballot for voters to decide.

NOT IN SUPPORT: Christopher Bidwell, 2134 Canterbury Lane, not in support of the proposed RYAM bioethanol plant and implored the Commission to make a public statement either in support or in opposition of the proposed RYAM bioethanol plant.

LEGAL: Bryn Byron, 1438 S. Fletcher Avenue, inquired about the outside legal opinion regarding the proposed bioethanol plant.

CITY MANAGER/CITY ENGINEER REPORTS:

BEACH WALKOVER: Interim City Manager/City Engineer Charles George provided an update on Beach Access 40 which was moved slightly north due to immovable remnants and acknowledged a generous donor who purchased native vegetation for installation by Keep Nassau Beautiful in late May, which will create a habitat for rabbits, turtles, and other indigenous wildlife.

CITY ATTORNEY REPORTS:

LITIGATION UPDATES: City Attorney Bach reported the Brett’s Waterway Café mediation will take place Wednesday May 22, 2024. The Ocean Highway and Port Authority (OHPA) hearing for the pending motion for summary judgement is scheduled for Tuesday July 2.

CITY CLERK REPORTS:

ELECTION: Deputy City Clerk Briley announced the City of Fernandina Beach General Election Qualifying period begins Monday May 13 at 8:00 AM and concludes Friday May 17 at 5:00 PM.

MAYOR/COMMISSIONER COMMENTS:

MEETING: Commissioner Ross reported the Florida Department of Transportation (FDOT) will hold a public meeting regarding the downtown sidewalk improvements and historic pavers on Tuesday May 28th at 4:30 PM in Chambers.

RECOGNITION: Commissioner Antun gave a shoutout to City staff and volunteers who contributed to the success of the 59th Annual Shrimp Festival.

CONGRATULATIONS: Commissioner Antun congratulated the newly appointed Youth Advisory Committee members.

CONCERNS: Commissioner Antun stated he shares similar concerns regarding the proposed RYAM bioethanol plant and is interested in obtaining more information.

OPINION: Commissioner Ayscue committed his stance based on the outside legal opinion regarding the proposed RYAM bioethanol plant and welcomed RYAM officials to present on the project.

SHRIMP FESTIVAL: Commissioner Ayscue enjoyed the 59th Annual Shrimp Festival and looks forward to next year.

OPINION: Vice Mayor Sturges echoed Commissioner Ayscue and Antun's sentiments regarding the proposed RYAM bioethanol plant.

KUDOS: Vice Mayor Sturges recently spoke with the local City union (LIUNA) employees and noted City employees are our strongest asset.

EVENT: Vice Mayor Sturges enjoyed the 59th Annual Shrimp Festival and acknowledged island growth is contributing to increased parking demands.

CONGRATULATIONS: Mayor Bean congratulated Marina General Manager Cathy Chapman and the Oasis Marina team who recently won the Marina Hospitality Award that culminated from over 500 five-star reviews.

INVITATION: Mayor Bean invited all to experience the National Day of Prayer, Thursday May 9.

THANK YOU: Mayor Bean expressed thanks to the Shrimp Festival Committee, City staff and all the volunteers who contributed to the successful event.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:17 PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, May 21, 2024, at 6:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were City Clerk Caroline Best, City Attorney Tammi Bach, and Interim City Manager/City Engineer Charles George. The meeting was broadcast live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast only).

Mayor Bean called the meeting to order, and Commissioner Ayscue led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend Noel Roberts of North 14th Street Baptist Church.

4.1 PRESENTATION POLICE DEPARTMENT: Chief of Police Jeffrey Tambasco swore in newly hired Police Officers, Sierra Miller, and Blake Labarbara.

4.2 PROCLAMATION "PUBLIC WORKS WEEK": Mayor Bean read the Proclamation in full recognizing May 19 - May 24, 2024, as "Public Works Week" in recognition of outstanding efforts and exemplary work in furtherance of providing critical City services for 137 years. Public Works and Parks Division Directors and staff were in attendance to accept.

4.3 PROCLAMATION "MUNICIPAL CLERKS WEEK": Mayor Bean read the Proclamation in full proclaiming the week of May 5 - 11, 2024, as "Municipal Clerks Week." City Clerk Caroline Best was in attendance to accept.

4.4 BUDGET SUMMARY: Interim City Manager/City Engineer Charles George presented the budget summary for April 2024 and indicated he intends to submit, for City Commission approval, a rollback rate 2024/2025 budget with a focus on maintenance projects, including beach walkovers, and maintaining 2023-2024 revenues. Waterfront resiliency funding will not be included, and the Marina and Golf Club budgets are in process.

5.1 RESOLUTION 2024-85 AWARDED INVITATION TO BID 24-11 TO PRESCO SOUTH CONSTRUCTION INC. FOR THE REMOVAL AND REPLACEMENT OF FIFTEEN WINDOWS IN THE CITY HALL BUILDING DEPARTMENT, IN THE AMOUNT OF \$44,500: AUTHORIZING A 10% CONTINGENCY FOR A TOTAL PROJECT COST OF \$48,950: According to the agenda support documents, Resolution 2024-85 awards Invitation to Bid (ITB) 24-11 to Presco South Construction Inc. for the removal and replacement of fifteen windows in the City Hall Building Department in an amount not to exceed \$48,950. Public Works Director Jeremiah Glisson gave a brief overview and recommended staff approval. **A motion was made by Vice Mayor Sturges, seconded by Commissioner Antun, to approve Resolution 2024-85. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.2 RESOLUTION 2024-86 AWARDED INVITATION TO BID 24-16 TO PROTECH FLOOR COATINGS LLC, DBA SHARK COATINGS, FOR INSTALLATION OF POLYUREA OR EQUIVALENT FLOOR COATING SYSTEMS IN CITY FACILITIES: According to the agenda support documents, Resolution 2024-86 awards Invitation to Bid (ITB) 24-16 to Protech Floor Coatings LLC, DBA Shark Coatings, for the installation of polyurea or equivalent floor coating systems in City

facilities. Public Works Director Jeremiah Glisson gave a brief overview and recommended staff approval. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-86. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.3 RESOLUTION 2024-87 APPROVING A BUDGET AMENDMENT WITHIN THE CAPITAL IMPROVEMENT FUND IN FISCAL YEAR 2023/2024 BUDGET:

According to the agenda support documents, Resolution 2024-87 approves a budget amendment in the Capital Improvement Fund in Fiscal Year 2023/24 Budget due to a grant received by Nassau County Board of County Commissioners for construction of a multi-use track at the Peck Center Charles Eugene Richo Field in the amount of \$41,400. Interim City Manager/City Engineer Charles George gave a brief overview of the project slated to be completed by fall 2024 and recommended staff approval. Mayor Bean thanked Nassau County for their support. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-87. Vice Mayor Sturges acknowledged the working relationship with Nassau County and expressed appreciation for the opportunity to work together. Mayor Bean acknowledged the recent Opening of the Beaches event and praised the Commission for working together with Nassau County Commissioners. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.4 RESOLUTION 2024-88 APPROVING THE PURCHASE OF A 2024 JEEP WRANGLER SPORT AND ASSOCIATED EQUIPMENT FROM GARBER CHRYSLER DODGE TRUCK INC IN AN AMOUNT NOT TO EXCEED \$40,000; APPROVING A BUDGET TRANSFER:

According to the agenda support documents, Resolution 2024-88 approves the purchase of a 2024 Jeep Wrangler Sport and associated equipment in the amount of \$40,000 and a budget amendment within the Law Enforcement Recovery Fund. Police Chief Jeffrey Tambasco gave a brief overview and recommended approval. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-88. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.5 RESOLUTION 2024-89 AUTHORIZING THE SUBMITTAL OF A FLORIDA LOCAL GOVERNMENT CYBERSECURITY GRANT APPLICATION FOR CYBERSECURITY SERVICES.

According to the agenda support documents, Resolution 2024-89 authorizes a grant application for Florida Local Government Cybersecurity to develop cybersecurity training curriculum for local government employees in compliance with 282.3185 Florida Statute. Interim City Manager/City Engineer Charles George gave a brief overview and recommended approval. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2024-89. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.6 RESOLUTION 2024-90 AUTHORIZING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) PORT SECURITY GRANT PROGRAM (PSGP):

According to the agenda support documents, Resolution 2024-90 authorizes the preparation and submission of one DHS PSGP grant application for the purpose of procuring an All-Hazards Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Fire Suppression & Rescue Vessel in the amount of \$500,000 with a \$125,000 City match. Interim City Manager/City Engineer Charles George advised staff recommended removal for approval of Resolution 2024-90 to further research funding and collaboration with Nassau County. **A motion was made by**

Commissioner Ross, seconded by Commissioner Antun, to support the Nassau County Board of County Commissioners grant application. No vote was taken for the approval or denial of Resolution 2024-90.

FUNDING: Jack Imber, 1003 Broome Street, is not in support of the \$125,000 match and supports Nassau County pursuing the grant opportunity.

Commissioner Ayscue announced that due to his participation in the Nassau County Board of County Commissioners grant application submittal and due to being a Nassau County firefighter, he will abstain from voting. Vice Mayor Sturges believes the City still has a need for the vessel, however is in support of Nassau County's grant application. City Clerk Best stated staff will prepare a Resolution in support of the Nassau County Board of County Commissioners grant application to be included on a forthcoming City Commission Regular Meeting agenda.

Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Ayscue:	Abstained
Commissioner Antun:	Aye
Commissioner Ross:	Nay
Vice Mayor Sturges:	Aye
Mayor Bean:	Aye

Motion carried.

6.1 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN - One reappointment (Karl Ashley): According to the agenda support documents, there was one appointment to the Board of Trustees of the Firefighters and Police Officers Pension Plan. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve the reappointment of Karl Ashley.** Commissioner Ayscue acknowledged his past involvement on the board and praised Mr. Ashley for his commitment and continued involvement. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA: The following individuals spoke to this item:

RYAM: Jack Imber, 1003 Broome Street, read a memorandum from Ralph Brooks, Esquire which stated, in part, that the proposed RYAM bioethanol plant does not comply with the City's Land Development Code or Comprehensive Plan.

RYAM: Medardo Monzon, 1014 Magnolia Woods Court, opposed to the proposed RYAM bioethanol plant and expressed concern that the current Commission has not take any action to date and is ignoring Federal law. Mr. Monzon invited all to attend the "No Ethanol Fernandina" Town Hall meeting Thursday May 30 at the Peck Center.

RYAM: Christopher Bidwell, 2134 Canterbury Lane, opposed to the proposed RYAM bioethanol plant and implored the Commission to act on behalf of their constituents and work together to ensure the safety and prosperity of Fernandina Beach.

THANK YOU: Tom Camera, 1518 NorthPark Drive, on behalf of the Babe Ruth Baseball League, thank you to the City Commission for the installation of the new Central Park scoreboard. Recent improvements have made Central Park an attractive City focal point due

to the collective efforts.

CITY MANAGER/CITY ENGINEER REPORTS:

EVENT: City Manager/City Engineer Charles George attended the recent seaside Turtle Release that was a great success and well attended.

The Parks and Recreation department has been busy with the Central Park installation of the new Babe Ruth scoreboard and tennis court repairs are underway, Main Beach picnic table repairs have been completed and skate park ramp improvements are in progress. Mayor Bean thanked City Manager/City Engineer Charles George and Vice Mayor Sturges echoed thanks for all of his efforts amid the ongoing downtown improvements.

CITY ATTORNEY REPORTS: Commissioner Ross inquired of City Attorney Bach: what is the procedure to move public comment to the beginning of City Commission agendas; what is the procedure to allow citizens to ask questions during public comment; and what is the procedure to institute monthly town hall meetings? Ms. Bach indicated that the City Commission Rules of Procedure would need to be amended by resolution. Commissioner Ross subsequently requested that accompanying resolutions be placed on the next available City Commission Regular Meeting agenda.

Mayor Bean requested that the City Commission Rules of procedure be amended to include how items are placed on the agenda which should require either two Commissioners, the Mayor, or the City Manager/City Clerk.

CITY CLERK REPORTS: City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

MEETING: Commissioner Ross reminded all of the Florida Department of Transportation meeting Tuesday May 28 in Chambers.

EVENT: Commissioner Antun recognized the successful Wild Amelia Festival attended by his family.

KUDOS: Commissioner Antun acknowledged Public Works Director Jeremiah Glisson and staff for their responsiveness and commended their great work.

ACKNOWLEDGEMENT: Commissioner Ayscue recognized the recent event honoring local music industry legend Rodney Mills and thanked City Clerk Best for the excellent Proclamation.

OPENING OF THE BEACHES: Commissioner Ayscue acknowledged the Opening of the Beaches ceremony being a great event and wished all a safe and happy Memorial Day.

OPENING OF THE BEACHES: Vice Mayor Sturges echoed Commissioner Ayscue's Opening of the Beaches ceremony being a success and recognized the successful Wild Amelia Festival.

KUDOS: Vice Mayor Sturges thanked Public Works Director Jeremiah Glisson and staff for their efforts during the storm cleanup last week.

EVENT: Mayor Bean announced the Youth Advisory Committee is hosting the Heatstroke Music Festival Friday May 31 from 6:00 PM – 10:00 PM.

LAW ENFORCEMENT MEMORIAL: Mayor Bean reminded all of the Nassau County Law Enforcement Memorial at the Nassau County Sheriff's Office, Wednesday May 22 at

DRAFT

MINUTES

City Commission Regular Meeting

May 21, 2024

Page 5 of 5

10:00 AM.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting adjourned at 6:53 PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Scrivener's Error Correction - Resolution 2024-102
Opioid Settlement Expenditures

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider the Scrivener's Error Correction to Resolution 2024-102.

SYNOPSIS: The City Commission approved Resolution 2024-102 at its June 2, 2024, regular meeting, to purchase a handheld narcotics analyzer using opioid settlement funds. Staff incorrectly identified a budget transfer, and this corrects the error.

FISCAL IMPACT: Settlement funds received in Year One total \$38,870.79. A budget amendment is needed for the Opioid Settlement increasing the General Fund Other Revenue account 001 36990 by \$38,871 and increasing the Police Department Equipment Account 001 2100 56400 by \$38,871. This budget amendment raises the Total City Budget by \$38,871 from \$189,559,473 to \$189,598,344.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the Scrivener's Error Correction to Resolution 2024-102.

Pauline Testagrose, Comptroller	6/6/2024
Kim Briley, Deputy City Clerk	6/7/2024
Jeremiah Glisson, Interim City Manager	6/10/2024
Tammi E. Bach, City Attorney	6/11/2024
Katie Newton, Paralegal	6/11/2024

Date: June 06, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

SCRIVENER'S ERROR CORRECTION
RESOLUTION 2024-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS RECEIVED IN YEAR ONE OF THE OPIOID LAWSUITS SETTLEMENT AGREEMENT IN FISCAL YEAR 2024/25 IN THE AMOUNT OF \$38,870.79; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the people of the State of Florida, including citizens of the City of Fernandina Beach, have suffered harm from as a result of the opioid epidemic, caused in part by the malfeasance committed by certain entities within the pharmaceutical supply chain; and

WHEREAS, the State of Florida and certain local governments, were engaged in litigation seeking to hold pharmaceutical supply chain accountable for the damages they caused to Florida communities; and

WHEREAS, the City of Fernandina Beach joined the State in this litigation, and the parties came to settlement agreements whereby payments would be made to the State and local governments over the course of 18 years. The City entered into the Florida Opioid Allocation and Statewide Response Agreement as approved by Resolution 2021-76; and

WHEREAS, the proceeds from the settlement agreements must be used to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention, and recovery services; and

WHEREAS, the City Police Chief and Fire Chief met with the Interim City Manager and City Attorney to make recommendations on how best to use the funds received in Year One, which total \$38,870.79; and

WHEREAS, staff recommends that the monies received in Year One be spent on equipment for the City's first responders, specifically a handheld narcotics analyzer, which will help police officers quickly identify substances such as opioids, fentanyl, and other threats to the community; and

WHEREAS, a budget ~~transfer~~ amendment is needed for from the Opioid Settlement Account 001-22301 to the increasing the General Fund Other Revenue Account 001 36990 and increasing the Police Department Equipment Account 001 2100 56400 by \$38,871 ~~is required to spend the money;~~ and

WHEREAS, this budget amendment raises the total City budget by \$38,871, from \$189,559,473 to \$189,598,344.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the expenditure of the Year One Opioid Settlement monies to purchase a handheld narcotics analyzer and associated equipment in an amount no to exceed \$38,870.79.

SECTION 2. The City Commission further approves a budget ~~transfer in the amount of \$38,870.79 from~~ amendment for the Opioid Settlement Account 001-22301 increasing the General Fund Other Revenue Account 001 36990, increasing the to the Police Department Equipment Account 001 2100 56400 by \$38,871, and raising the total City budget by \$38,871, from \$189,559,473 to \$189,598,344.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute all documentation pertaining to the expenditure of these funds upon review and approval of the City Attorney.

SECTION 4. This Resolution is effective immediately upon passage.

ADOPTED this 4th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

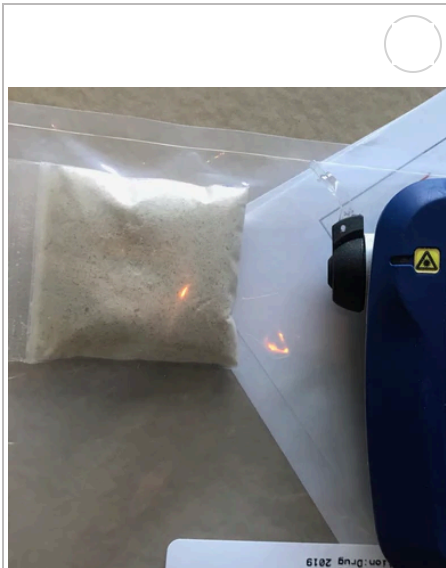
ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



Thermo Scientific™ TruNarc™ Handheld Narcotics Analyzer

Quickly identify narcotics and controlled substances, including key drugs of abuse and emerging threats like synthetic cathinones (bath salts) and cannabinoids.

Supplier: Thermo Scientific™
8000104201

Catalog No.

18-001-102

\$33,700.00 / Each
of 1

Qty

Add to Cart



[Request a Quote >](#)

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Alert:

Only available in North America

Description

Specifications

Product Suggestions

Description

The global drug problem is increasing, with trafficking of methamphetamines, heroin, and emerging threats like fentanyl, and carfentanil, impacting communities worldwide. Law enforcement officials need to quickly identify suspected narcotics in the field to help keep drugs, and drug dealers, off the streets. Now with the expanded v1.10 library, the Thermo Scientific™ TruNarc™ Handheld Narcotics Analyzer enables officers, customs, border control, and other personnel to scan more than 530 suspected controlled substances in a single, definitive test.

With the TruNarc Handheld Narcotics Analyzer, the accuracy and reliability of a narcotics and drug test lab are available anywhere you go. With this handheld drug detector, narcotics, stimulants, depressants, hallucinogens and analgesics are easily identified using lab-proven Raman spectroscopy.

Single Test, Multiple Narcotics

Identifies more than 500 of the highest priority illicit and abused narcotics in a single drug test, saving time and

Feedback

Broad Analysis Capability

Analyze key drugs of abuse as well as common cutting agents, precursors and emerging threats such as fentanyl, numerous fentanyl compounds including carfentanil, common street fentanyl analogs, pharmaceutical variants (Alfentanil and Sufentanil), as well as 2 fentanyl precursors, NPP and ANPP.

Non-destructive, Non-contact Sampling

Scan directly through plastic or glass for most drug test samples to minimize contamination, reduce exposure and preserve evidence.

Automated Data Storage and Report Generation

TruNarc Admin captures all scan and self check results to help support prosecution.

Reachback Support

Spectral analysis by staff chemists available.



Specifications

Product Type	Handheld Raman Spectrometer
Data Export Formats	CSV, Excel™ spreadsheet, SPC file, PDF, SCN, SCZ
Dimensions (L x W x H)	6.4 x 4.1 x 2 in. (16.26 x 10.41 x 5.1 cm)
Languages	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Temperature Range (English)	14°F to 122°F
Voltage	3.7 V
Weight (Metric)	0.57 kg

Battery Type	Rechargeable internal 3.7 V battery pack (10 hr.); DC wall adapter, 5 V DC, 1.5 A; optional car charger
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	24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.
Includes	2 Year Warranty
Libraries	Controlled substances, cutting agents, and precursors including: heroin, synthetic drugs on leaf materials or blotter paper
Temperature Range (Metric)	-10°C to +50°C
Weight (English)	1.25 lb.

Product Suggestions

< >

Customers who viewed this item also viewed. ⓘ

Viewing 1-4 of 6



Catalog No. 06-662-4

Fisherbrand™ Traceable™
Thermometer/Clock/H
Fisherbrand™ Traceable™
Thermometer/Clock/H

\$97.00

/ Each



Catalog No. 13-201-646

Fisherbrand™ General
Purpose Liquid-in-Glass
Fisherbrand™ General
Purpose Liquid-in-Glass

\$29.60

/ Each



Catalog No. 13-203-015

Fisherbrand™ Dry
Block/Incubator
Thermometers Fisherbrand
™ Dry Block/Incubator
Thermometers

\$78.90 - \$682.50

Catalog No. 14-387-294

Thermo Scientific™
KingFisher™ Plastics for
Thermo Scientific™
KingFisher™ Plastics for

\$180.50

/ Case



Catalog No. 14-649-17

Fisherbrand™ Traceable™
Four-Channel Countd
Fisherbrand™ Traceable™
Four-Channel Countd

\$64.25

/ Each



Catalog No. 17-720-413

Thermo Scientific™
FirstDefender™ RM Handhe
Thermo Scientific™
FirstDefender™ RM Handhe

\$89000.00

/ Each



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RESOLUTION 2021-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY OF FERNANDINA BEACH (HEREIN REFERRED TO AS THIS “GOVERNMENTAL UNIT”) TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has suffered harm from the opioid epidemic and recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds, and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participant in the Florida Plan will reduce funds available to the State, City of Fernandina Beach and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. This Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

SECTION 2. This Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A”.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the Florida Plan in substantially the form contained in Exhibit “A”, after review and approval of the City Attorney.

SECTION 4. The City Manager and City Clerk are hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution, after review and approval of the City Attorney.

SECTION 5. The City Clerk is instructed to record this Resolution in the official records of the City of Fernandina Beach.

SECTION 6. The City Clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities and to the Attorney General of Florida, Ashley Moody.

SECTION 7. This Resolution takes effect immediately upon its adoption.

ADOPTED this 18th day of May, 2021.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-104
Beach Renourishment Temporary Easement

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: N/A

SYNOPSIS: The U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay. The U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach.

The USACE requests twelve-month temporary work easements at the following publicly-owned beach area for construction access and equipment staging near the intersection of Dolphin Street and South Fletcher Avenue. The City of Fernandina Beach granted the USACE temporary easements in 2023 to conduct beach renourishment work via Resolution 2023-76. This temporary easement covers staging and mobilization for another 12 months through June 2025.

The City Commission approved this Resolution as an emergency item at its June 4, 2024, regular meeting, in order to meet USACE deadlines. The full text and backup material is provided here for public viewing.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney	6/6/2024
Jeremiah Glisson, Interim City Manager	6/6/2024
Kim Briley, Deputy City Clerk	6/7/2024
Katie Newton, Paralegal	6/7/2024

Date: June 04, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay; and

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach; and

WHEREAS, the USACE requests twelve-month temporary work easements at the following publicly-owned beach area for construction access and equipment staging: near the intersection of Dolphin Street and South Fletcher Avenue; and

WHEREAS, the City of Fernandina Beach granted the USACE temporary easements in 2023 to conduct beach renourishment work via Resolution 2023-76; and

WHEREAS, the City now wishes to grant temporary easements for beach renourishment over the next twelve months through June 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby grants these temporary easements to USACE and directs the City Clerk and Interim City Manager to execute the temporary easement agreement with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of June, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:





CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 4th day of June, 2024, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. **Recitals; Exhibits.** The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. **Temporary Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date of possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Naval Submarine Base Kings Bay Entrance Channel Dredging Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a permanent Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

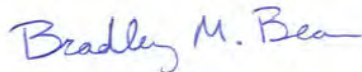
"GRANTOR"

City of Fernandina Beach, a Florida municipal corporation

ATTEST:

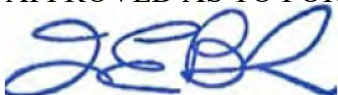


Caroline Best, City Clerk



Bradley M. Bean
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: _____

ATTEST:

Print Name: _____

EXHIBITS "A" & "B"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID# 00-00-31-1100-000C-0010

Parcel ID# 12-3N-29-0000-0003-0000

The rights-of-way known as Dolphin Street at intersection of North Fletcher Avenue including North Fletcher Avenue south of Dolphin Street, and Dolphin Street at intersection of Ocean Avenue along with Block C, Lot 1, West Port Beach Casino Tract in Plat Book 2, Page 74, public records of Nassau County, Florida and that certain parcel recorded in Deed Book 151, Page 51 (less Beach Casino Tract) Ex Parcels 3-1 & 3-2.

EXHIBIT "A"

SKETCH OF EASEMENT AREA

SEE AREA MAP ATTACHED



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

Owner Name CITY OF FERNANDINA BEACH

Mailing Address 204 ASH STREET

FERNANDINA BEACH, FL 32034

Location Address 0 TARPON & DOPHIN ST

FERNANDINA BEACH 32034

Tax District 002 - FERNANDINA BEACH

Millage 18.3806

Homestead Yes

Property Usage VAC GOVERNMENTAL 008000

Deed Acres 0

Short Legal BLOCK C LOT 1 W PORT BEACH CASINO TRACT PB2/74

2023 Certified Values

Land Value \$476,068

(+) Improved Value \$0

(=) Market Value \$476,068

(-) Agricultural Classification \$0

(-) SOH or Non-HK Capped Savings \$0

(=) Assessed Value \$476,068

(-) Homestead \$0

(-) Additional Exemptions \$476,068

(=) School Taxable Value \$0

(-) Non-School HK & Other Exempt Value \$0

(=) County Taxable Value \$0

Note: + HK & Capped does not apply to School Taxable Value



PARCEL MAP



2023 AERIAL MAP



EXHIBIT "B"

SKETCH OF EASEMENT AREA

SEE AREA MAP ATTACHED



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 12-3N-29-0000-0003-0000

Owner Name CITY OF FERNANDINA BEACH

Mailing Address 204 ASH STR

FERNANDINA BEACH, FL 32034

Location Address 32 N FLETCHER AV

FERNANDINA BEACH 32034

Tax District 002 - FERNANDINA BEACH

Millage 18.3806

Homestead Yes

Property Usage MUNICIPAL 008900

Deed Acres 0

Short Legal DB 151/51 (LESS BEACH CASINO TRACT) EX PARCELS 3-1 & 3-2

2023 Certified Values

Land Value \$7,257,575

(+) Improved Value \$210,041

(=) **Market Value** **\$7,467,616**

(-) Agricultural Classification \$0

(-) SOH or Non-Hx¹ Capped Savings \$48,926

(=) **Assessed Value** **\$7,418,690**

(-) Homestead \$0

(-) Additional Exemptions \$7,418,690

(=) School Taxable Value \$0

(-) Non-School HX & Other Exempt Value \$0

(=) **County Taxable Value** **\$0**

Note: +10% Cap does not apply to School Taxable Value



Property Search



Map This Parcel



GIS Report



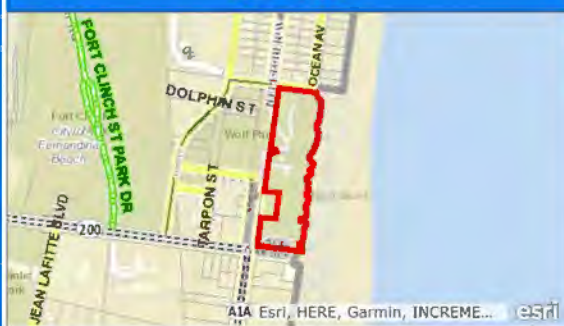
Property Record Card



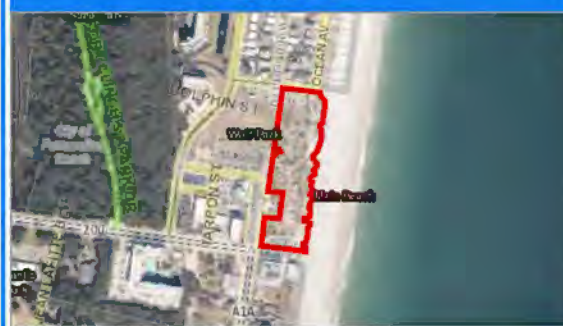
Print Friendly Page

P

PARCEL MAP



2023 AERIAL MAP



DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021

1:2,257

DOLPHIN & NORTH FLETCHER AVE.

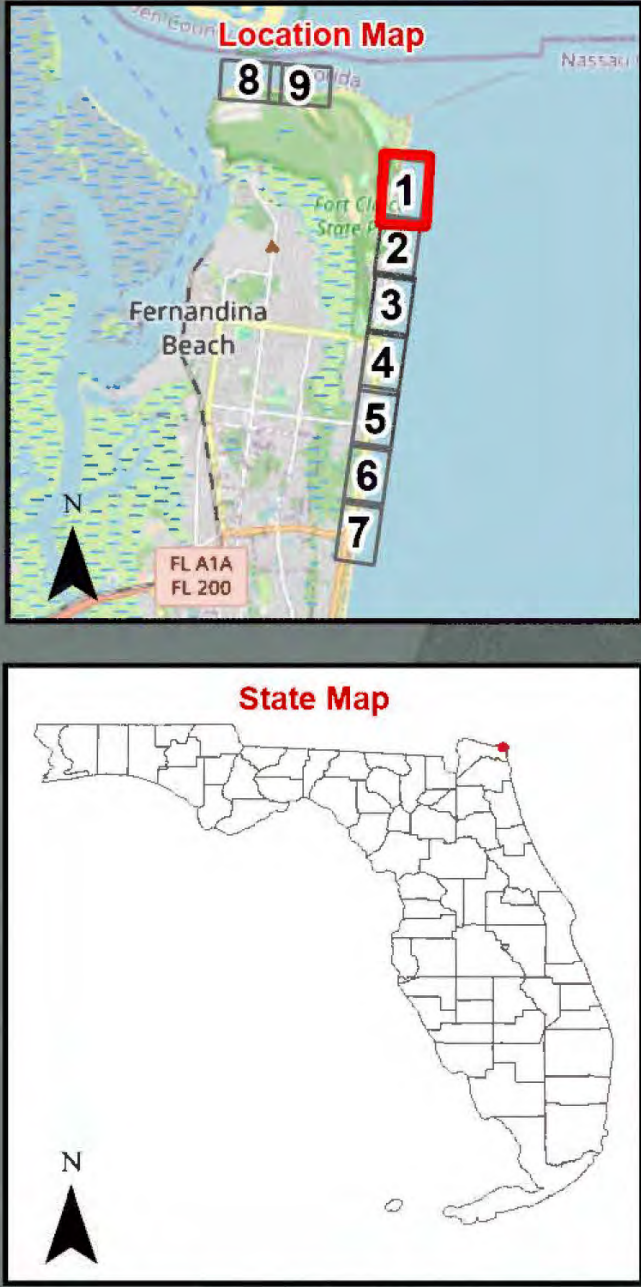
EXHIBIT B



August 3, 2021

1:2,257





DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
- Temporary Work Area Easement (Staging)
- Sovereign Submerged Lands Authorization (Beach Fill)
- FDOR Parcels 2023

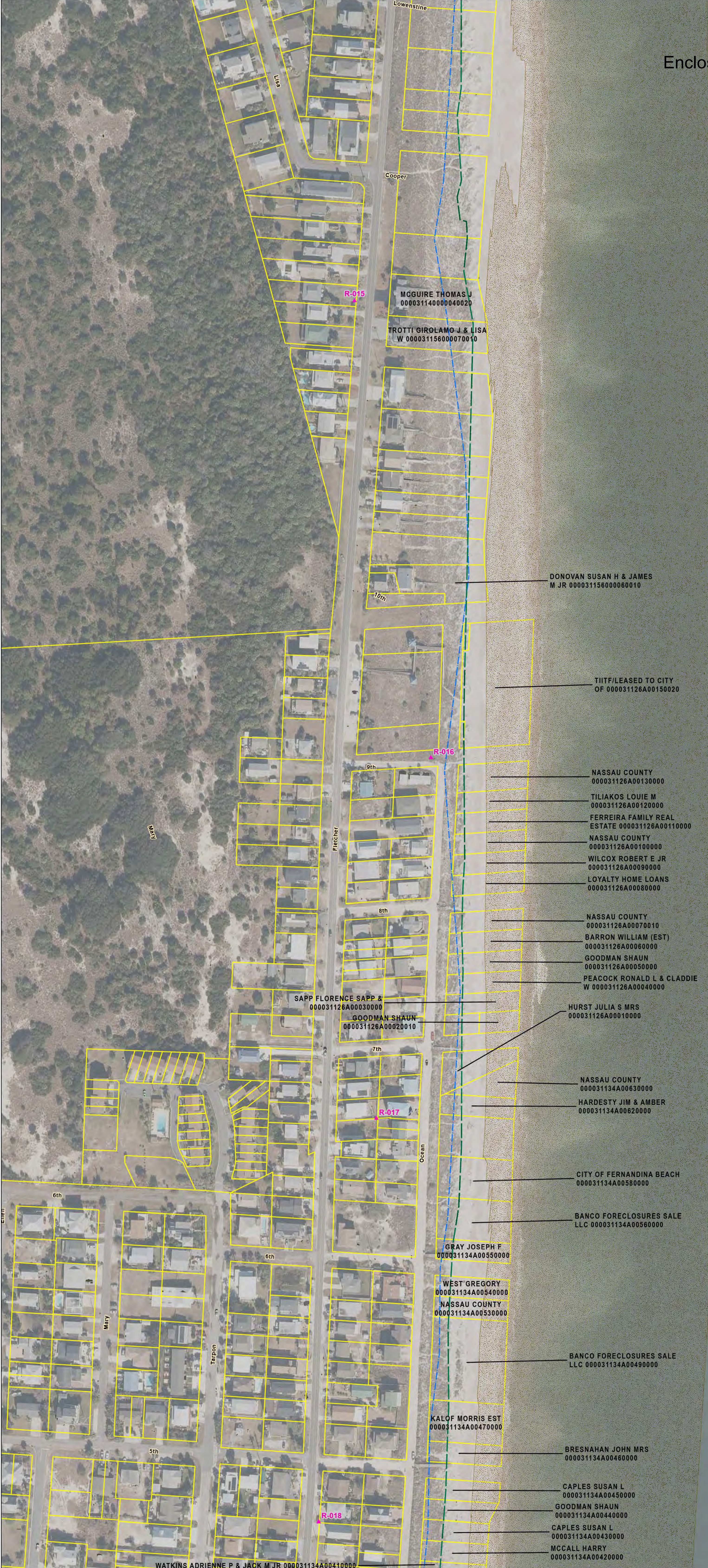
Data Note 1:
This is a sketch of legal descriptions. For reference purposes only.
This is not a boundary survey.

Data Note 2: (FOR SHEETS 1-7)
The MHW line is approximately 2.4 ft NAVD88 (not shown on this map), while the landward edge of beach fill is at 8.6 ft NAVD88 (fill area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

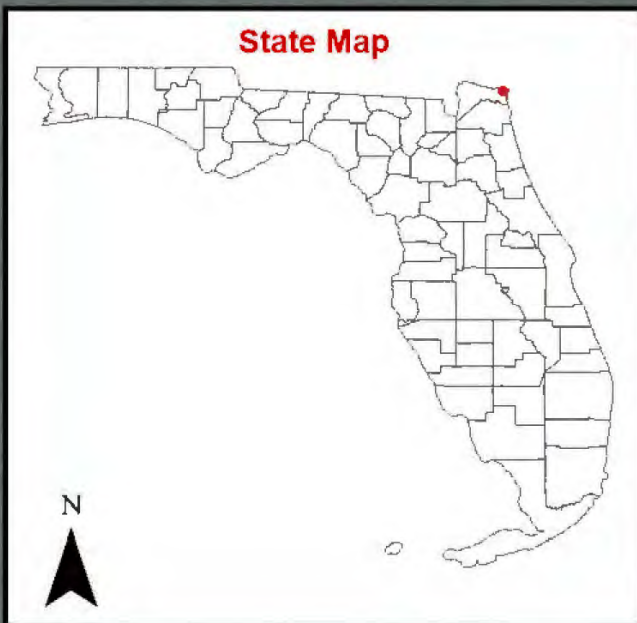
Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Kings Bay EC O&M FY2025 Fort Clinch & North Beach Placement Areas Nassau County, FL	
Mapper: B. Price Reviewer: Draft Map Date: 3/1/2024	1:1,300 0 40 80 120 Feet
Document Name: KingsBayBeach_2025 Sheet: 1 of 9	

IMAGERY:
Main Frame: ESRI World Imagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24 X 36



Enclosure 1



DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
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- Sovereign Submerged Lands Authorization (Beach Fill)
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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2025
Fort Clinch & North Beach Placement Areas
Nassau County, FL

Mapper: B. Price	1:1,300
Reviewer: Draft	0 40 80 120
Map Date: 3/1/2024	Feet

Document Name: KingsBayBeach_2025
Sheet: 2 of 9

IMAGERY:
Main Frame: ESRI World Imagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24 X 36

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WATKINS ADRIENNE P & JACK M JR 000031134A00410000

BRESNAHAN JOHN MRS
000031134A00460000

CAPLES SUSAN L
000031134A00450000

GOODMAN SHAUN
000031134A00440000

CAPLES SUSAN L
000031134A00430000

MCCALL HARRY
000031134A00420000

KALOF MORRIS EST
000031134A00470000

BANCO FORECLOSURES SALE
LLC 000031134A00490000

WEST GREGORY
000031134A00540000
NASSAU COUNTY
000031134A00530000

GRAY JOSEPH F
000031134A00550000

BANCO FORECLOSURES SALE
LLC 000031134A00560000

CITY OF FERNANDINA BEACH
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HARDESTY JIM & AMBER
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NASSAU COUNTY
000031134A00630000

HURST JULIA S MRS
000031126A00010000

PEACOCK RONALD L & CLADDIE
W 000031126A00040000

GOODMAN SHAUN
000031126A00050000

BARRON WILLIAM (EST)
000031126A00060000

NASSAU COUNTY
000031126A00070010

LOYALTY HOME LOANS
000031126A00080000

WILCOX ROBERT E JR
000031126A00090000

NASSAU COUNTY
000031126A00100000

FERREIRA FAMILY REAL
ESTATE 000031126A00110000

TILIAKOS LOUIE M
000031126A00120000

NASSAU COUNTY
000031126A00130000

THITF/LEASED TO CITY
OF 000031126A00150020

DONOVAN SUSAN H & JAMES
M JR 000031156000060010

TROTTI GIROLAMO J & LISA
W 000031156000070010

MCGUIRE THOMAS J
000031140000040020

R-018

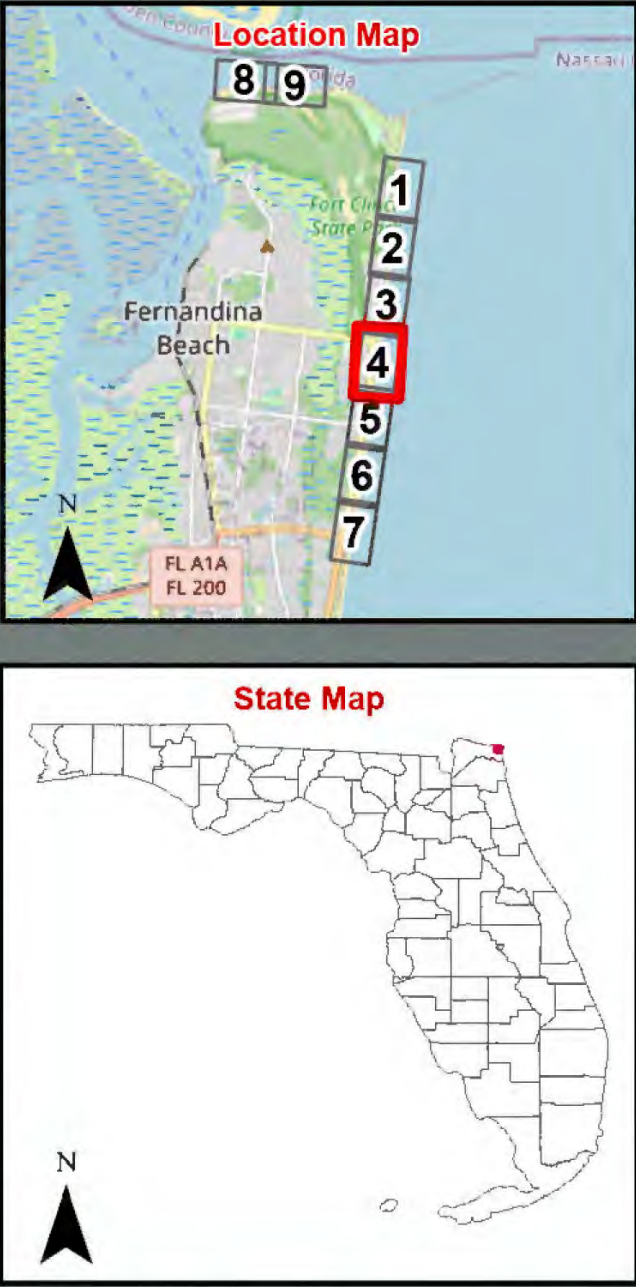
R-017

R-016

R-015



Enclosure 1



DRAFT

Legend	
	Coastal Range Monuments
	ECL
	Approximate Vegetation Line
	Temporary Work Area Easement (Access)
	Temporary Work Area Easement (Staging)
	Sovereign Submerged Lands Authorization (Beach Fill)
	FDOR Parcels 2023

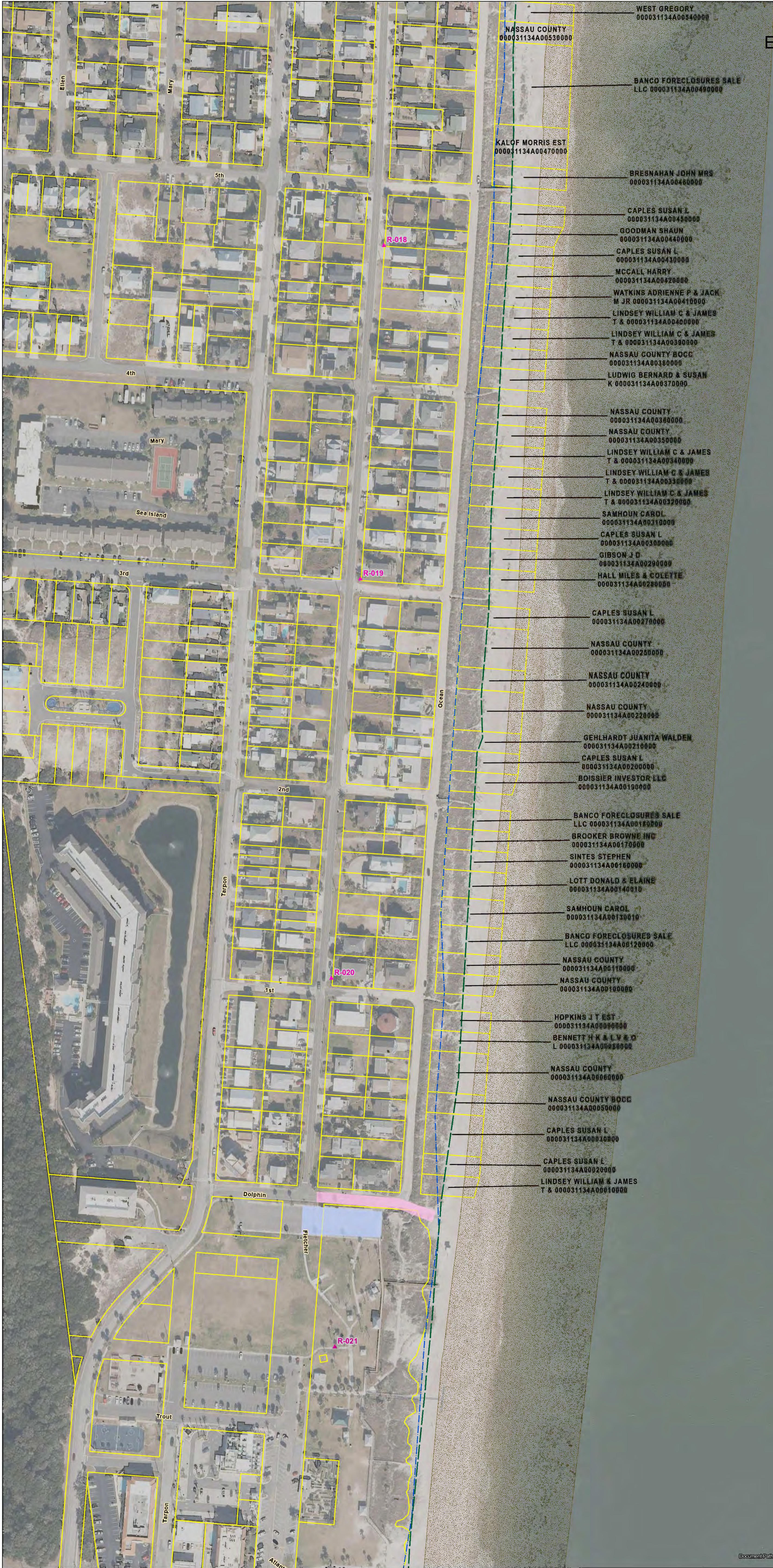
Data Note 1:
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Data Note 2: (FOR SHEETS 1-7)
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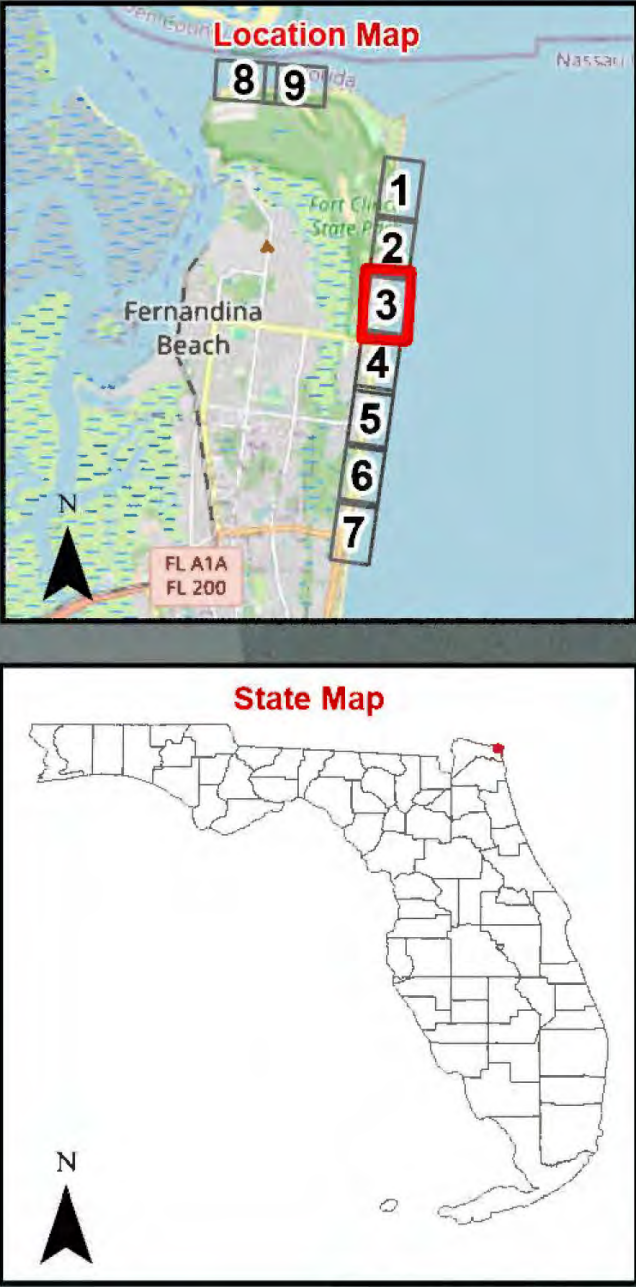
Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Kings Bay EC O&M FY2025 Fort Clinch & North Beach Placement Areas Nassau County, FL	
Mapper: B. Price Reviewer: Draft Map Date: 3/1/2024	1:1,310 0 40 80 120 Feet
Document Name: KingsBayBeach_2025 Sheet: 4 of 9	

IMAGERY:
Main Frame: ESRI WorldImagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24X36



Enclosure 1



- WEST GREGORY
000031134A00540000
- NASSAU COUNTY
000031134A00530000
- BANCO FORECLOSURES SALE
LLC 000031134A00490000
- KALOF MORRIS EST
000031134A00470000
- BRESNAHAN JOHN MRS
000031134A00460000
- CAPLES SUSAN L
000031134A00450000
- GOODMAN SHAUN
000031134A00440000
- CAPLES SUSAN L
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- MCCALL HARRY
000031134A00420000
- WATKINS ADRIENNE P & JACK
M JR 000031134A00410000
- LINDSEY WILLIAM C & JAMES
T & 000031134A00400000
- LINDSEY WILLIAM C & JAMES
T & 000031134A00390000
- NASSAU COUNTY BOCC
000031134A00380000
- LUDWIG BERNARD & SUSAN
K 000031134A00370000
- NASSAU COUNTY
000031134A00360000
- NASSAU COUNTY
000031134A00350000
- LINDSEY WILLIAM C & JAMES
T & 000031134A00340000
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- LINDSEY WILLIAM C & JAMES
T & 000031134A00320000
- SAMHOUN CAROL
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- CAPLES SUSAN L
000031134A00300000
- GIBSON J D
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- HALL MILES & COLETTE
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- GEHLHARDT JUANITA WALDEN
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- CAPLES SUSAN L
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- BOISSIER INVESTOR LLC
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LLC 000031134A00180000
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- CAPLES SUSAN L
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- LINDSEY WILLIAM C & JAMES
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- Legend**
- Coastal Range Monuments
 - ECL
 - Approximate Vegetation Line
 - Temporary Work Area Easement (Access)
 - Temporary Work Area Easement (Staging)
 - Sovereign Submerged Lands Authorization (Beach Fill)
 - FDOR Parcels 2023

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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2025
Fort Clinch & North Beach Placement Areas
Nassau County, FL

Mapper: B. Price	1:1,300
Reviewer: Draft	0 40 80 120
Map Date: 3/1/2024	Feet

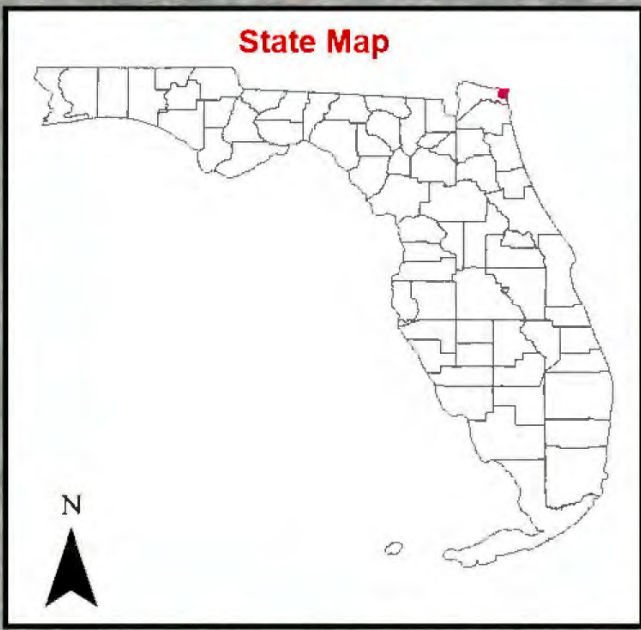
Document Name: KingsBayBeach_2025
Sheet: 3 of 9

IMAGERY:
Main Frame: ESRI World Imagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24 X 36



Enclosure 1



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Legend	
	Coastal Range Monuments
	ECL
	Approximate Vegetation Line
	Temporary Work Area Easement (Access)
	Temporary Work Area Easement (Staging)
	Sovereign Submerged Lands Authorization (Beach Fill)
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Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Kings Bay EC O&M FY2025 Fort Clinch & North Beach Placement Areas Nassau County, FL	
Mapper: B. Price Reviewer: Draft Map Date: 3/1/2024	1:1,310 0 40 80 120 Feet
Document Name: KingsBayBeach_2025 Sheet: 6 of 9	

IMAGERY:
Main Frame: ESRI WorldImagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24X40

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Location Map

Map showing the location of the study area (FL A1A FL 200) relative to Fernandina Beach and the Indian River Lagoon. The map includes a scale bar (0 to 10 miles) and a north arrow.



Legend

-  Coastal Range Monuments
-  ECL
-  Approximate Vegetation Line
-  Temporary Work Area Easement (Access)
-  Temporary Work Area Easement (Staging)
-  Sovereign Submerged Lands Authorization (Beach Fill)
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	Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers
REAL ESTATE	
Kings Bay EC O&M FY2025 Fort Clinch & Nassau Beach Placement Areas Nassau County, FL	
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Document Name: KingsBayBeach_2025 Sheet: 5 of 9	

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

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Location Map

8 9

1
2
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5
6
7

Fernandina Beach

FL A1A
FL 200

N



Fort Clinch State

Fort Clinch State

Fort Glinch

R-001

R-002



DRAFT

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
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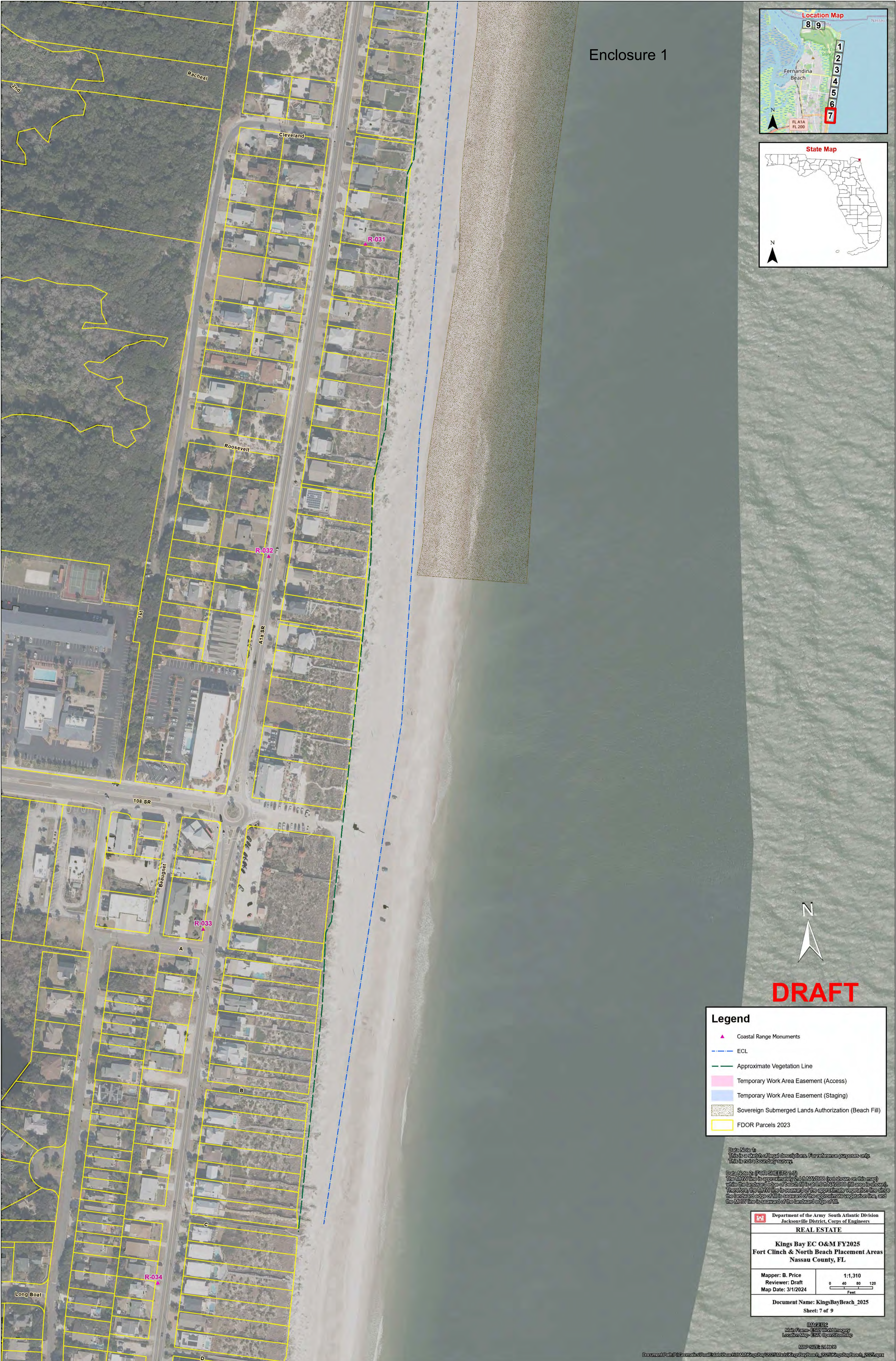
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	Department of the Army - South Atlantic Division Jacksonville District, Corps of Engineers
REAL ESTATE	
Kings Bay EC O&M FY2025 Fort Clinch & North Beach Placement Areas Nassau County, FL	
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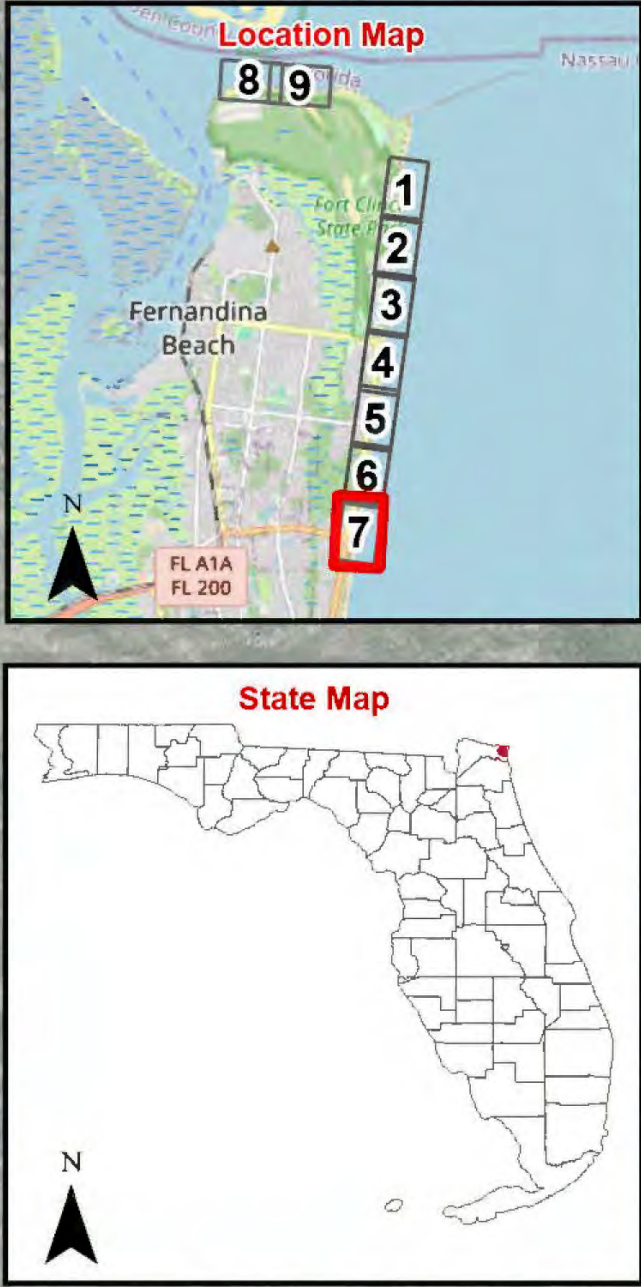
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Location Map- ESRI OpenStreetMap

MAP SIZE: 24 X 36

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Enclosure 1



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Legend

- ▲ Coastal Range Monuments
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Mapper: B. Price Reviewer: Draft Map Date: 3/1/2024	1:1,310 0 40 80 120 Feet
Document Name: KingsBayBeach_2025 Sheet: 7 of 9	

IMAGERY
Main Frame: ESRI WorldImagery
Location Map: ESRI OpenStreetMap

MAP SIZE: 24X36

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Fort Clinch State

Fort Clinch

STATE OF FLORIDA TITF
103N28000000010000

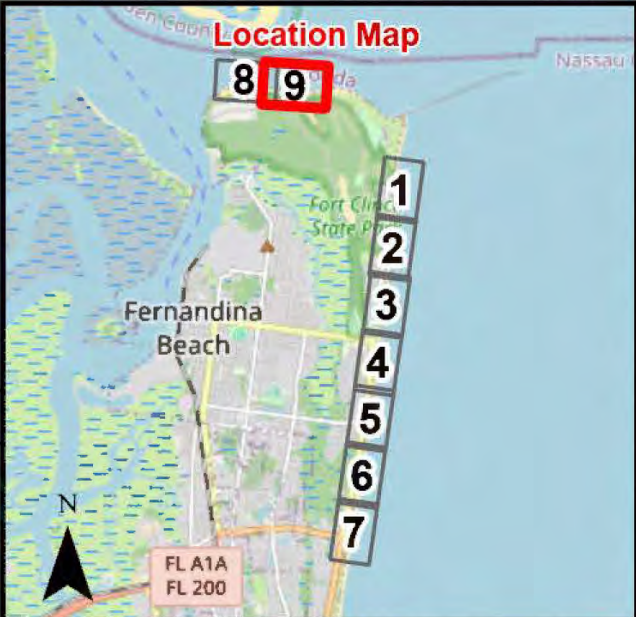
R-002

R-003

R-004

STATE OF FLORIDA TITF
083N28000000010000

Enclosure 1



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Legend

- Coastal Range Monuments
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Document Name: KingsBayBeach_2025 Sheet: 9 of 9	

IMAGERY
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MAP SIZE: 24 X 36

Document Path: P:\Graphics\Real Estate\Beach\O&M\Kings Bay\2025\Maps\KingsBayBeach_2025\KingsBayBeach_2025.aprx

RESOLUTION 2023-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay; and

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach; and

WHEREAS, the USACE requests twelve-month temporary work easements at the following publicly-owned beach area for construction access and equipment staging: near the intersection of near the intersection of Dolphin Street and South Fletcher Avenue; and

WHEREAS, the City of Fernandina Beach originally granted the USACE temporary easements to conduct beach renourishment work via Resolution 2022-74; and

WHEREAS, the City wishes to grant easements through May 2024.

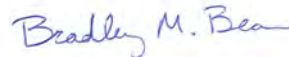
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby grants this temporary easement to USACE and directs the City Clerk and Interim City Manager to execute the temporary easement agreement with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 16th day of May, 2023, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning November 2023 and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. **Recitals; Exhibits.** The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. **Temporary Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date of possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Naval Submarine Base Kings Bay Entrance Channel Dredging Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a permanent Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"GRANTOR"

City of Fernandina Beach, a Florida municipal corporation

ATTEST:



Caroline Best, City Clerk



Bradley M. Bean
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: Timothy H. McQuillen

ATTEST:

BEALYER.HANSLER.
AMOS.1230707436

Digitally signed by
BEALYER.HANSLER.AMOS.12307
07436
Date: 2023.05.04 13:37:05 -04'00'

Print Name: Timothy H. McQuillen
Chief, Real Estate Division
Real Estate Contracting Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID# 12-3N-29-0000-0003-0000

Parcel ID# 00-00-31-1100-000C-0010

The rights-of-way known as Dolphin Street at intersection of North Fletcher Avenue including North Fletcher Avenue including North Fletcher Avenue south of Dolphin Street, and Dolphin Street at the intersection of Ocean Avenue along with Block C, Lot 1, West Port Beach Casino Tract in Plat Book 2, Page 74, public records of Nassau County, Florida, and that certain parcel recorded in Deed Book 151, Page 51 (less Beach Casino Tract) Ex Parcels 3-1 & 3-2.

EXHIBIT “B”

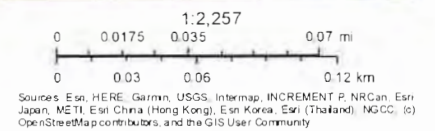
**SKETCH OF EASEMENT AREA
(SEE AREA MAP ATTACHED)**

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021





A. Michael Hickox, CFA
Cert. Res: RD1941

NASSAU COUNTY
PROPERTY APPRAISER



PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

Owner Name CITY OF FERNANDINA BEACH

Mailing Address 204 ASH STREET

FERNANDINA BEACH, FL 32034

TARPON & DOLPHIN ST

FERNANDINA BEACH 32034

Tax District FERNANDINA BEACH

Village 19 5057

Homeowner Yes

Property Usage VAC GOVERN 008000

Deed Acres 0

Short Legal BLOCK C LOT 1 W PORT BEACH CASINO TRACT PB2474

2020 Final Values

Land Value \$476,067

(-) Improved Value \$0

(=) Market Value \$476,067

(-) Agricultural Classification \$0

(-) SOH or Non-Exempted Savings \$0

(=) Assessed Value \$476,067

(-) Homestead \$0

(-) Additional Exemptions \$0

(-) School Taxable Value \$476,067

(-) Non-School-Ex & Other Exempt Value \$0

(-) County Taxable Value \$0



PARCEL MAP



PROPERTY PHOTO

2019 AERIAL MAP



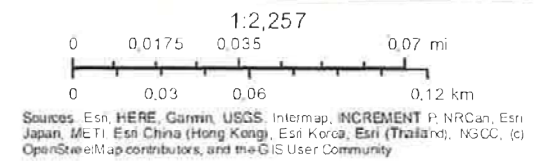
LOCATION MAP

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

May 2, 2023

Mr. Charles L. George
City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Sent via email to cgeorge@fbfl.org

Dear Mr. George:

The U.S. Army Corps of Engineers (Corps) will be conducting a project on behalf of the Department of the Navy to dredge the entrance channel of Naval Submarine Base Kings Bay (NSB Kings Bay). As agreed between the Navy and the State of Florida in the Memorandum of Understanding Concerning Dredging of the St. Mary's Inlet Channel dated December 18, 1986, all beach-quality sand recovered from NSB Kings Bay dredging operations are to be placed on State of Florida beaches. Consequently, part of the dredge disposal plan involves placing sand on beaches within the City of Fernandina Beach, Florida, which positively augments the re-nourishment efforts for the Nassau County Shore Protection Project.

In order to conduct the disposal/re-nourishment aspect of the dredging project, the Corps is requesting that the City provide certain temporary real estate interests as described below:

- a. A Temporary Work Area Easement for the access areas shown in pink in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 31, 2024.
- b. A Temporary Work Area Easement for the staging areas shown in blue in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 31, 2024.

The language for the Temporary Work Area Easements is enclosed (Enclosure 2). Please provide the signed easements by May 31, 2023 via email to angela.f.huggins@usace.army.mil. For your convenience, also enclosed is the City Commission of the City of Fernandina Beach's Resolution 2022-74 (Enclosure 3) approving the temporary easements for last year's disposal/beach re-nourishment.

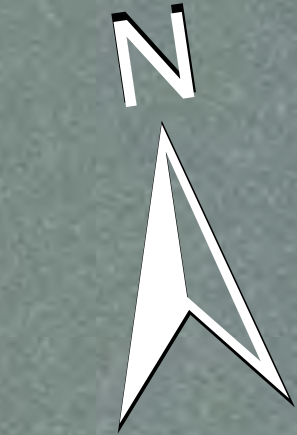
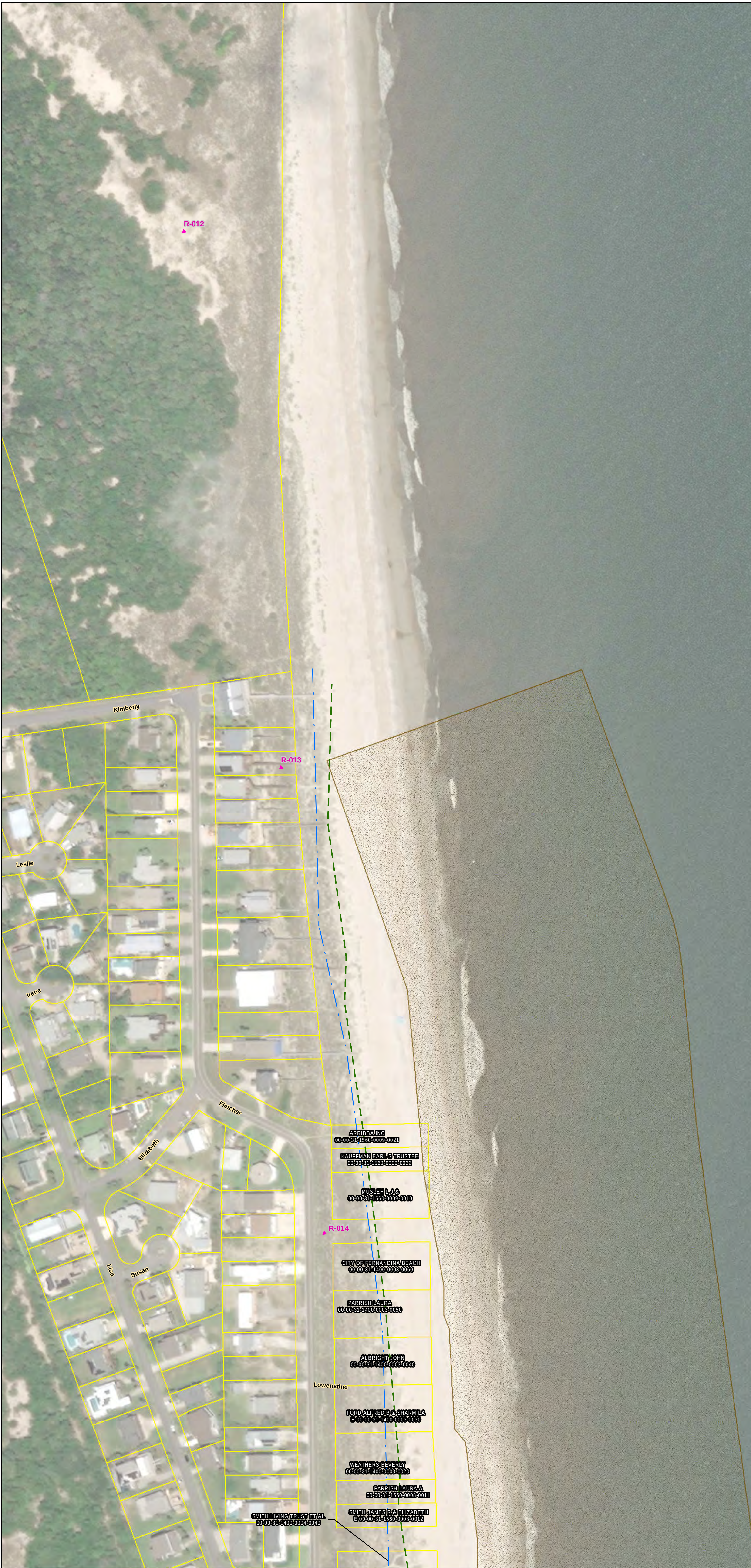
If you have any questions or require additional information, please contact Angela Huggins by email: angela.f.huggins@usace.army.mil or by telephone: 904-232-1939.

Sincerely,


Timothy H. McQuillen
Chief, Real Estate Division

Enclosures

cc: Agnes White via email: awhite@fbfl.org



DRAFT

Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

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Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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0 40 80 120
Feet

Document Name: KingsBay_BeachFill2023b
Sheet: 1 of 7

Document Size 24 by 36
IMAGERY:
Main Frame-ESRI World Imagery
Location Map-ESRI OpenStreetMap



DRAFT

Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

Data Note 1:
This is a sketch of legal descriptions. For reference purposes only.
This is not a boundary survey.

Data Note 2:
The MHW line is approximately 2.4 ft NAVD83 (not shown on this map) while the landward edge of beach fill is at 8.0 ft NAVD83 (this area is brown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

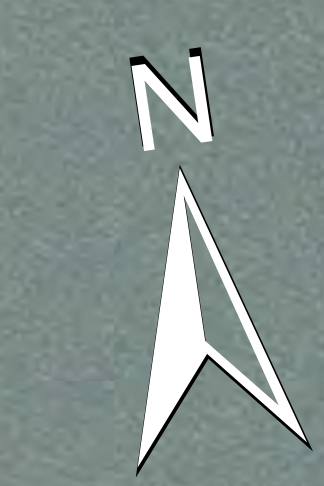
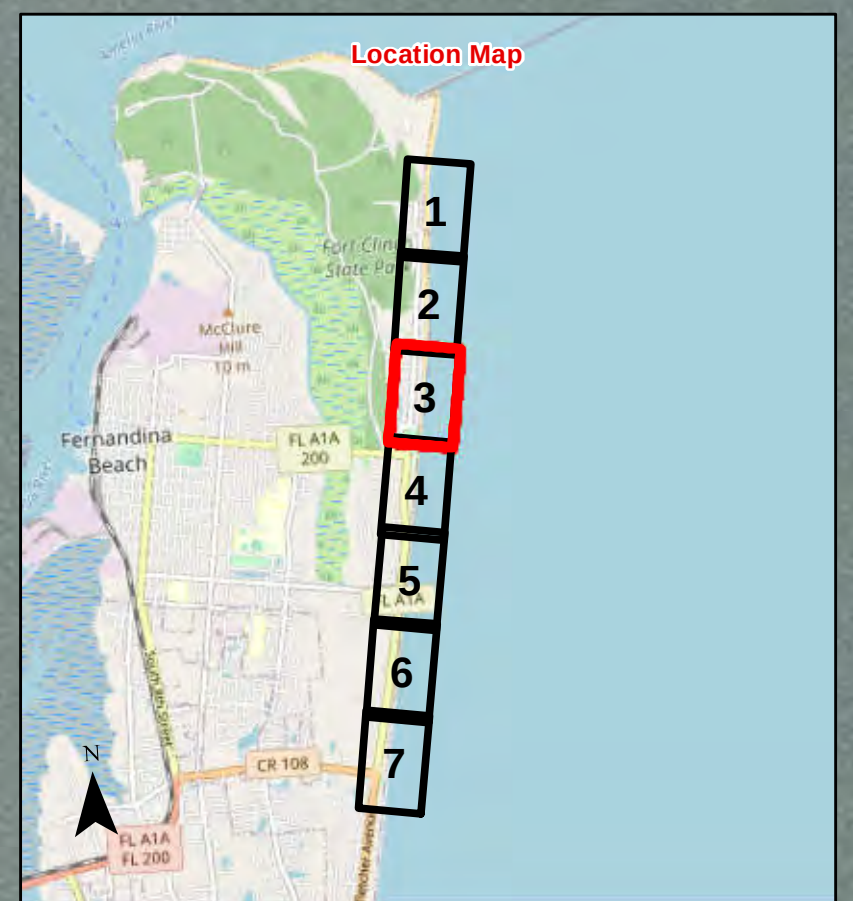
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Document Name: KingsBay_BeachFill2023b
Sheet: 2 of 7

Document Size 24 by 36

IMAGERY
Main Frame-ESRI World Imagery
Location Map-ESRI OpenStreetMap

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Legend

-
-  Coastal Range Monuments
 ECL
 Approximate Vegetation Line
 Temporary Work Area Easement (Access)
 Temporary Work Area Easement (Staging)
 Sovereign Submerged Lands Authorization (Beach Fill)
 FDOR Parcels 2021

Data Note 1:
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The MHW line is approximately 2.4 ft NAVD88 (not shown on this map) while the landward edge of beach fill is at 8.6 ft NAVD88 (fill area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

	Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers
REAL ESTATE	
Kings Bay EC O&M FY2023	
North Beach Placement Area	
Nassau County, FL	
Mapper: P. Price Reviewer: Draft Map Date: 3/10/2022	1:1,130  Feet
Document Name: KingsBay_BeachFill2023b	
Sheet: 3 of 7	

Document Size 24 by 36

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

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Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

Data Note 1:
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This is not a boundary survey.

Data Note 2:
The MHW line is approximately 2.4 ft (NAVD83) (not shown on this map) while the landward edge of beach fill is at 8.0 ft (NAVD83) (the area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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Feet

Document Name: KingsBay_BeachFill2023b

Sheet: 4 of 7

IMAGERY
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

Document Path: \\042_offline_work\data\KingsBay\2023\Mods\KingsBay_BeachFill2023b.mxd



Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
- Temporary Work Area Easement (Staging)
- Sovereign Submerged Lands Authorization (Beach Fill)
- FDOR Parcels 2021

Data Note 1:
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This is not a boundary survey.

Data Note 2:
The MHW line is approximately 2.4 ft MVD88 (not shown on this map) while the landward edge of beach fill is at 6.6 ft MVD88 (all area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

 Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

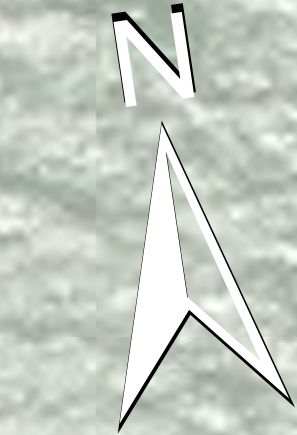
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Document Name: KingsBay_BeachFill2023b
Sheet: 5 of 7

Document Size 24 by 36

IMAGES:
Data Frame - ESRI World Imagery
Location Map - ESRI OpenStreetMap

Document Path: G:_piling_work_data\KingsBay\2023\Mod3\KingsBay_BeachFill2023b.mxd



DRAFT

Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

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Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

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This is not a boundary survey.

Data Note 2:
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Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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Document Name: KingsBay_BeachFill2023b
Sheet: 6 of 7

Document Size 24 by 36
MXE:SRM
Data Frame: ESRI World Imagery
Location Map: ESRI OpenStreetMap

Document Path: \\042_gilme_work_data\KingsBay\2023\Maps\KingsBay_BeachFill2023b.mxd



DRAFT

Legend	
	Coastal Range Monuments
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Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Kings Bay EC O&M FY2023 North Beach Placement Area Nassau County, FL	
Mapper: B. Price Reviewer: Draft Map Date: 3/10/2022	1:1,120 0 40 80 120 Feet
Document Name: KingsBay_BeachFill2023b Sheet: 7 of 7	

Document Size 24 by 36

MXE:SRZ
Data Frame: ESRI World Imagery
Location Map: ESRI OpenStreetMap

Document Path: G:_online_work_data\KingsBay\2023\Map\KingsBay_BeachFill2023b.mxd

RESOLUTION 2022-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay; and

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach; and

WHEREAS, the USACE requests twelve-month temporary work easements at the following publicly owned beach areas for construction access and equipment staging: near the intersection of Dolphin Street and Ocean Avenue; near the intersection of Dolphin Street and South Fletcher Avenue; and the City owned right of way near the end of Sadler Road/Seaside Park; and

WHEREAS, the City of Fernandina Beach wishes to grant the USACE temporary easements to conduct beach renourishment work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby grants these temporary easements to USACE and directs the City Clerk and City Manager to execute temporary easement agreements with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit "1" and Exhibit "2".

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 3rd day of May, 2022.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals: Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land

is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a temporary Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"GRANTOR"

City of Fernandina Beach, a Florida municipal corporation

ATTEST:



Caroline Best, City Clerk



MICHAEL A. LEDNOVICH
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: 

Print Name: Timothy H. McQuillen

Chief, Real Estate Division

Jacksonville District

Real Estate Contracting Officer

ATTEST:

BEALYER.HANSLER. Digitally signed by
BEALYER.HANSLER.AMOS.12307
07436
Date: 2022.04.22 12:43:21 -04'00'
AMOS.1230707436

FREEMAN.EMM Digitally signed by
FREEMAN.EMMANUEL JOSE
PH.1068891813
Date: 2022.04.22 14:46:51
-04'00'
ANUEL.JOSEPH.
1068891813

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID# 12-3N-29-0000-0003-0000

Parcel ID# 00-00-31-1100-000C-0010

The rights-of-way known as Dolphin Street at intersection of North Fletcher Avenue including North Fletcher Avenue south of Dolphin Street, and Dolphin Street at intersection of Ocean Avenue along with Block C, Lot 1, West Port Beach Casino Tract in Plat Book 2, Page 74, public records of Nassau County, Florida and that certain parcel recorded in Deed Book 151, Page 51 (less Beach Casino Tract) Ex Parcels 3-1 & 3-2.

EXHIBIT "B"

SKETCH OF EASEMENT AREA

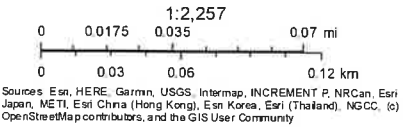
SEE AREA MAP ATTACHED

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021





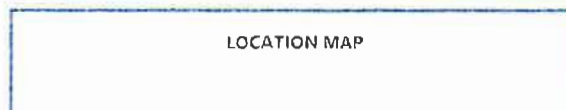
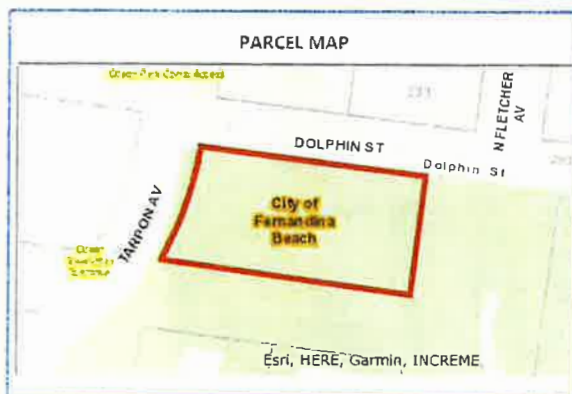
PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

Owner Name: CITY OF FERNANDINA BEACH
 Mailing Address: 204 ASH STREET
 FERNANDINA BEACH, FL 32034
 TARPON & DOLPHIN ST
 FERNANDINA BEACH 32034
 Tax District: FERNANDINA BEACH
 Village: 19 5052
 Homestead: Yes
 Property Usage: VAC GOVERN 008000
 Deed Acres: 0
 Short Legal: BLOCK C LOT 1 W PORT BEACH CAS NO TRACT PB2174

2020 Final Values

Land Value	\$476,067	Property Search
Improved Value	\$0	
(=) Market Value	\$476,067	View This Parcel
(-) Agricultural Classification	\$0	
(-) SOH or Non-Tax-Capped Savings	\$0	GIS Report
(=) Assessed Value	\$476,067	
(-) Homestead	\$0	Property Record Card
(-) Additional Exemptions	\$0	
(-) School Taxable Value	\$476,067	View All Parcel Page
(-) Non-School Tax & Other Exempt Value	\$0	
(-) County Taxable Value	\$0	

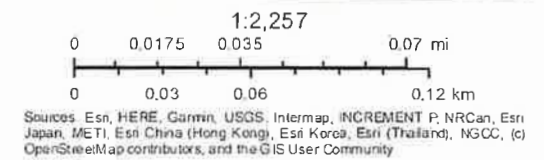


DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021



**TEMPORARY EASEMENT AGREEMENT OF THE
CITY OWNED RIGHT OF WAY AT THE END OF SADLER ROAD/SEASIDE PARK**

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.
2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain

real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a temporary Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"GRANTOR"

City of Fernandina Beach, a Florida municipal corporation

ATTEST:



Caroline Best, City Clerk



MICHAEL A. LEDNOVICH
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: 

Print Name: Timothy H. McQuillen

ATTEST:

BEALYER.HANSLER. Digitally signed by
AMOS.1230707436 BEALYER.HANSLER.AMOS.12307
07436
Date: 2022.04.22 12:44:44 -04'00'

Chief, Real Estate Division
Jacksonville District
Real Estate Contracting Officer

FREEMAN.EMMANUEL Digitally signed by
JOSEPH.1068 FREEMAN.EMMANUEL.JOSEPH.
891813 1068891813
Date: 2022.04.22 14:45:16
-04'00'

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The 80 foot right-of-way named "Ocean Street" as part of "Section one of Hamby's Addition to Fernandina Beach," Plat Book 2 Page 32.

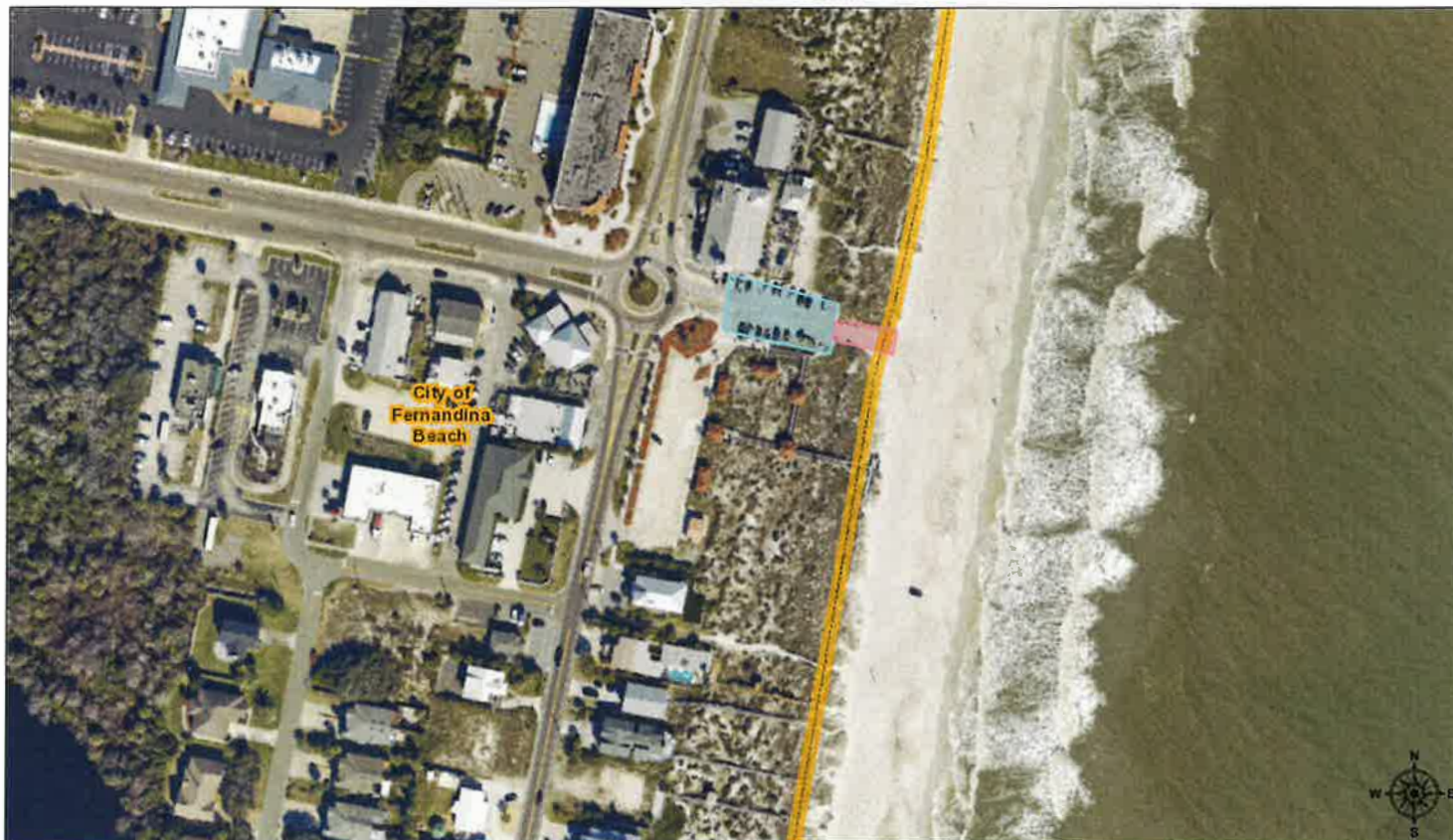
EXHIBIT "B"

SKETCH OF EASEMENT AREA

SEE AREA MAP ATTACHED

SADLER ROAD - SEASIDE PARK

EXHIBIT B



August 3, 2021

1:2,257
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

April 14, 2022

Mr. Dale L. Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Sent via email to dmartin@fbfl.org

Dear Mr. Martin:

The U.S. Army Corps of Engineers (Corps) will be conducting a project on behalf of the Department of the Navy to dredge the entrance channel of Naval Submarine Base Kings Bay (NSB Kings Bay). As agreed between the Navy and the State of Florida in the Memorandum of Understanding Concerning Dredging of the St. Mary's Inlet Channel dated December 18, 1986, all beach-quality sand recovered from NSB Kings Bay dredging operations are to be placed on State of Florida beaches. Consequently, part of the dredge disposal plan involves placing sand on beaches within the City of Fernandina Beach, Florida, which positively augments the re-nourishment efforts for the Nassau County Shore Protection Project.

In order to conduct the disposal/re-nourishment aspect of the dredging project, the Corps is requesting that the City provide certain temporary real estate interests as described below:

- a. A Temporary Work Area Easement for the access areas shown in pink in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 1, 2023.
- b. A Temporary Work Area Easement for the staging areas shown in blue in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 1, 2023.

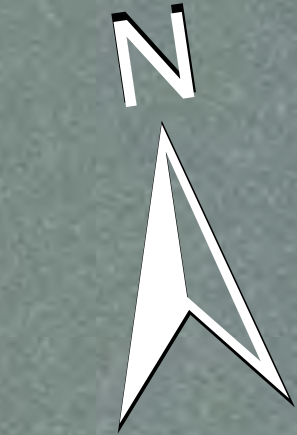
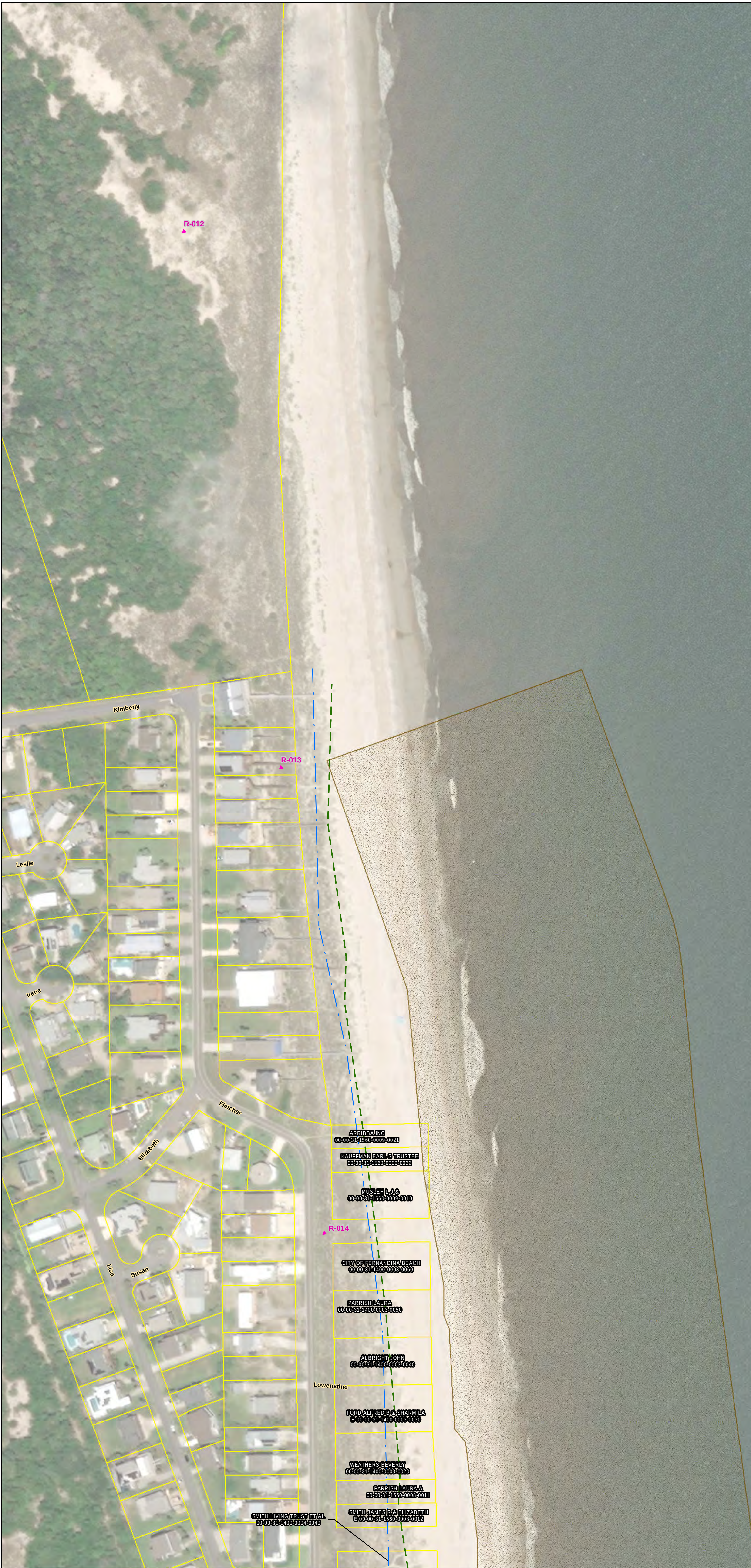
The language for the Temporary Work Area Easements is enclosed (Enclosure 2). Please provide the signed easements by May 27, 2022 via email to angela.f.huggins@usace.army.mil. For your convenience, also enclosed is the City Commission of the City of Fernandina Beach's Resolution 2021-98 (Enclosure 3) approving the temporary easements for last year's disposal/beach re-nourishment.

If you have any questions or require additional information, please contact Angela Huggins by email: angela.f.huggins@usace.army.mil or by telephone: 904-232-1939.

Sincerely,

Timothy H. McQuillen
Timothy H. McQuillen
Chief, Real Estate Division

Enclosures



DRAFT

Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

Data Note 1:
This is a sketch of legal descriptions. For reference purposes only.
This is not a boundary survey.

Data Note 2:
The MHW line is approximately 2.4 ft NAVD83 (not shown on this map) while the landward edge of beach fill is at 8.0 ft NAVD83 (fill area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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Feet

Document Name: KingsBay_BeachFill2023b
Sheet: 1 of 7

Document Size 24 by 36
IMAGERY:
Main Frame-ESRI World Imagery
Location Map-ESRI OpenStreetMap



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Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

Data Note 1:
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Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

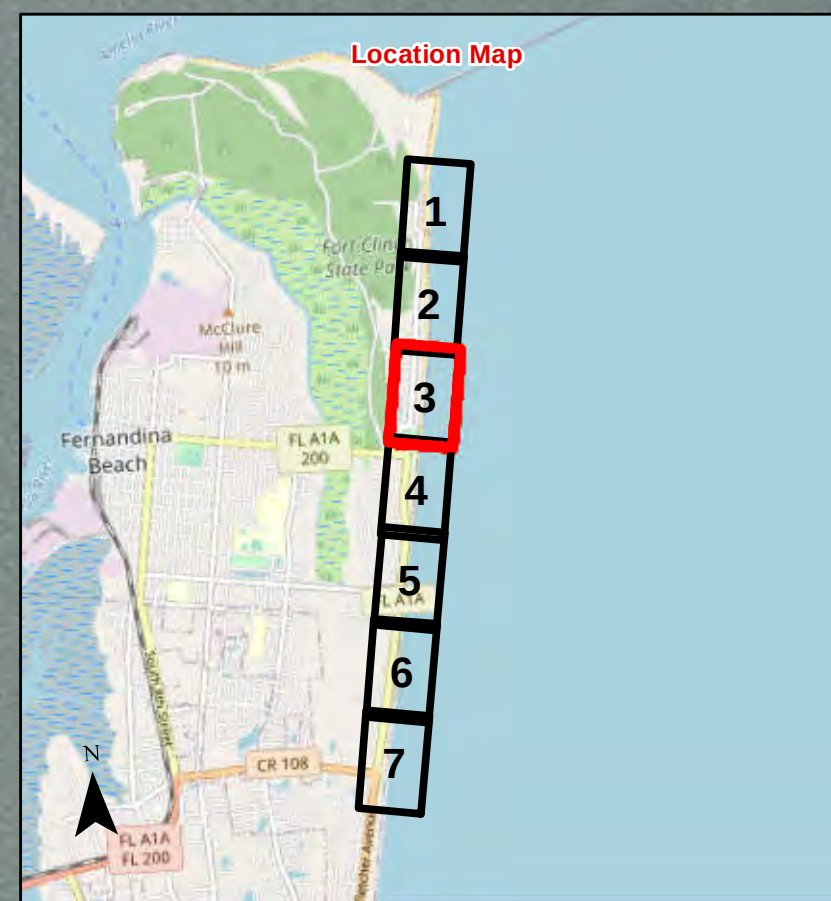
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Document Name: KingsBay_BeachFill2023b
Sheet: 2 of 7

Document Size 24 by 36

IMAGERY
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

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Legend

-  Coastal Range Monuments
- ECL
-  Approximate Vegetation Line
-  Temporary Work Area Easement (Access)
-  Temporary Work Area Easement (Staging)
-  Sovereign Submerged Lands Authorization (Beach Fill)
-  FDOR Parcels 2021

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This is not a boundary survey.

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The MHW line is approximately 2.4 ft NAVD88 (not shown on this map) while the landward edge of beach fill is at 8.6 ft NAVD88 (fill area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

 Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/20

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Document Name: KingsBay_ReachFill2023b

Sheet: 3 of 7

Document Size 24 by 36

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap



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Legend

Coastal Range Monuments

ECL

Approximate Vegetation Line

Temporary Work Area Easement (Access)

Temporary Work Area Easement (Staging)

Sovereign Submerged Lands Authorization (Beach Fill)

FDOR Parcels 2021

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Department of the Army - South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

**Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL**

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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Document Name: KingsBay_BeachFill2023b
Sheet: 4 of 7

Document Size 24 by 36

IMAGERY
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap



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Legend	
	Coastal Range Monuments
	ECL
	Approximate Vegetation Line
	Temporary Work Area Easement (Access)
	Temporary Work Area Easement (Staging)
	Sovereign Submerged Lands Authorization (Beach Fill)
	FDOR Parcels 2021

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Data Note 2:
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Department of the Army South Atlantic Division Jacksonville District, Corps of Engineers	
REAL ESTATE	
Kings Bay EC O&M FY2023 North Beach Placement Area Nassau County, FL	
Mapper: B. Price Reviewer: Draft Map Date: 3/10/2022	1:1,120 Feet
Document Name: KingsBay_BeachFill2023b Sheet: 5 of 7	

Document Size 24 by 36

IMAGES:
Data Frame - ESRI World Imagery
Location Map - ESRI OpenStreetMap

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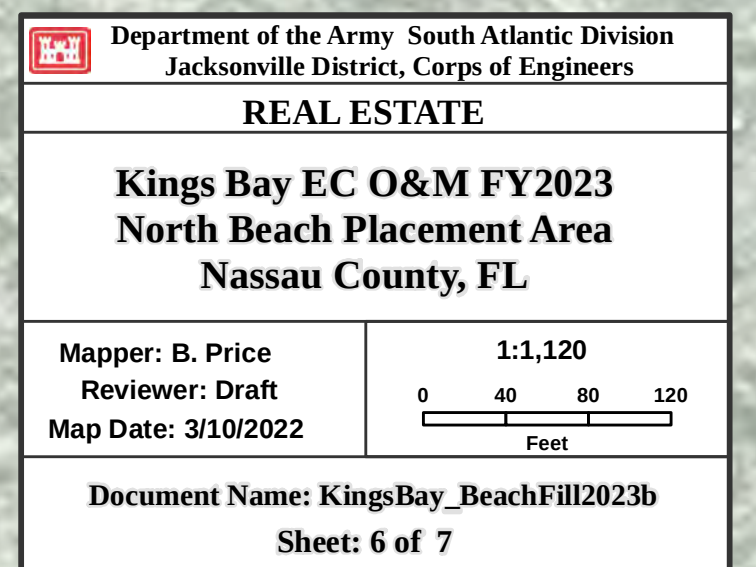
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Legend

-
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IMAGERY:
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Document Path: D:\Z_offline_work_data\KingsBay2023\KingsBay_BeachFill2023b.mxd



Legend

- Coastal Range Monuments
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- Temporary Work Area Easement (Access)
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 Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

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North Beach Placement Area
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Document Name: KingsBay_BeachFill2023b
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IMAGES:
Data Frame - ESRI World Imagery
Location Map - ESRI OpenStreetMap

Document Path: G:_online_work_data\KingsBay\2023\Maps\KingsBay_BeachFill2023b.mxd

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-105
Employment Agreement - Interim City Manager

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-105.

SYNOPSIS: On June 4, 2024, the City Commission voted unanimously to appoint Jeremiah Glisson as the Interim City Manager to execute the duties of city manager in accordance with Section 25 of the City Charter on a temporary full-time basis. It is necessary and in the best interest of the City to enter into an employment agreement to formalize the terms and conditions of Mr. Glisson's temporary full-time employment with the City as Interim City Manager. The City Commission, at its January 2, 2024, regular meeting, approved Resolution 2024-03, appointing Charles L. George as City Manager Pro Tem effective December 16, 2023. Mr. George is on extended medical leave and therefore cannot continue in this role.

FISCAL IMPACT: The funds for the Interim City Manager are budgeted in the City Manager's Department salary and benefit accounts.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-105.

Tammi E. Bach, City Attorney	6/6/2024
Pauline Testagrose, Comptroller	6/6/2024
Jeremiah Glisson, Interim City Manager	6/10/2024
Kim Briley, Deputy City Clerk	6/10/2024
Katie Newton, Paralegal	6/11/2024

Date: June 03, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2024-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH JEREMIAH GLISSON FOR TEMPORARY EMPLOYMENT AS INTERIM CITY MANAGER; AUTHORIZING EXECUTION OF DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their June 4, 2024, Regular Meeting, voted unanimously to appoint Operations Director Jeremiah Glisson as the Interim City Manager to execute the duties of city manager in accordance with Section 25 of the City Charter on a temporary full-time basis; and

WHEREAS, the City Commission authorized the Mayor and City Attorney to negotiate an agreement with Jeremiah Glisson; and

WHEREAS, it is necessary and in the best interest of the City to enter into an employment agreement to formalize the terms and conditions of Mr. Glisson's temporary full-time employment with the City as Interim City Manager; and

WHEREAS, the City Commission, at its January 2, 2024, regular meeting, approved Resolution 2024-03, appointing Charles L. George as City Manager Pro Tem effective December 16, 2023. Mr. George is on extended medical leave and therefore cannot continue in this role.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Employment Agreement with Jeremaih Glisson, attached hereto as Exhibit A, for temporary full-time employment as the Interim City Manager, with an effective date retroactive to June 3, 2024.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Employment Agreement, upon review and approval by the City Attorney.

SECTION 3. The City Commission hereby terminates the Agreement with Charles L. George dated January 2, 2024, and in accordance with Section 1(B) of the Agreement, Mr. George will retain his position as City Engineer/Deputy City Manager, effective retroactive to June 3, 2024.

SECTION 4. This resolution shall become effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

**CITY MANAGER PRO TEM
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Fernandina Beach, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and Jeremiah Glisson (hereinafter referred to by name or as "City Manager Pro Tem").

W I T N E S S E T H:

WHEREAS, the City Commission desires to employ Jeremiah Glisson as City Manager Pro Tem of the City of Fernandina Beach, Florida as a temporary employee at will pursuant to state and federal laws;

WHEREAS, the City, through its City Commission, desires to provide for certain compensation and no additional benefits for the City Manager Pro Tem and to establish conditions of employment applicable to the City Manager Pro Tem; and

WHEREAS, Jeremiah Glisson desires to accept employment as City Manager Pro Tem of the City of Fernandina Beach under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Fernandina Beach City Commission hereby hires and appoints Jeremiah Glisson as its City Manager Pro Tem, on a temporary basis as an exempt full-time employee, under the terms established herein, and Jeremiah Glisson agrees to perform the duties, functions, and powers of said office under the City Charter, Ordinances of the City of Fernandina Beach and laws of the State of Florida. Jeremiah Glisson, as City Manager Pro Tem agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The City's employment of Jeremiah Glisson as City Manager Pro Tem is effective June 3, 2024, and will terminate at the same time as the City Commission hires a City Manager in accordance with the City Charter and that City Manager begins employment with the City, or until such time as the City Commission with a supermajority vote of 4/5 determines that the City Commission wishes to appoint another City Manager Pro Tem besides Mr. Glisson. Jeremiah Glisson may terminate his employment as City Manager Pro Tem with 30 days' prior notice to the City Clerk, and upon termination of his duties as City Manager Pro Tem, Jeremiah Glisson may resume his duties as City Operations Director in the employ of the City of Fernandina Beach and directly reporting to the City Manager or the City Manager's designee.

Section 2. Compensation.

For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager Pro Tem a base annual salary of One Hundred Seventy-five Thousand Dollars (\$175,000.00) annually and payable in bi-weekly installments of Six Thousand Seven Hundred Thirty Dollars and Seventy-Seven Cents (\$6,730.77) at the same time as other City employees are paid, in addition Jeremiah Glisson will be entitled to use an available vehicle from the City's fleet as a duty and "take-home" vehicle during his employment with the City pursuant to the City's Vehicle Use Policy. Jeremiah Glisson will also be entitled to a City-purchased and paid cell phone to use during his employment with the City, and Jeremiah Glisson will reimburse the City for any personal calls on this City-provided cell phone.

Section 3. Time and Duties.

The City Manager Pro Tem will remain in the exclusive employ of the City and will devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this Agreement. The City Manager Pro Tem shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder and have a work schedule keeping in mind the best interests of the City.

Section 4. Paid Time Off

As a City salaried employee, Jeremiah Glisson has accrued paid time off (PTO) in accordance with the Personnel Policy and Chapter 62 of the Code of Ordinances. As City Manager Pro Tem, Mr. Glisson will continue to accrue PTO as a salaried employee at the same rate based on years of service that his PTO is accruing on the Effective of this Agreement.

Section 5. Holidays

The City Manager Pro Tem is entitled to the same paid holidays as the general City staff.

Section 6. Health, Dental, Life and Disability Insurance

The City agrees to provide health and dental insurance for the City Manager Pro Tem in the same manner as is provided to other department director employees which is currently 100% paid by City for employee for the basic HMO) plan and 55% paid by City for dependent coverage. The City hereby reserves the right to change health and dental benefits for the City Manager Pro Tem in the same manner as it may change benefits for other City employees at any time during the term of this Agreement (ie. percentage of premium paid by City and employee contribution for premiums). The City agrees to provide life insurance in the value equal to the City Manager Pro Tem's annual salary. Such coverage will be effective upon employment.

Section 11. Retirement.

Jeremiah Glisson may continue to participate in the General Employees' Pension Plan with contributions made by the City and Jeremiah Glisson, in accordance with the Code of Ordinances based upon the annual salary paid to the City Manager Pro Tem.

Section 12. Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager Pro Tem against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager Pro Tem reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager Pro Tem committed while acting unreasonably outside the course and scope of his agreed duties, committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager Pro Tem shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager Pro Tem, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 13. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager Pro Tem.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Nassau County, Florida.

F. Upon City Manager Pro Tem's death during the term of this Agreement, the City's obligations under this Agreement shall terminate except for:

1. Payment of earned salary and transfer of ownership of retirement funds, if any, to

his designated beneficiaries; and

2. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement is June 3, 2024 ("Effective Date"). The City Manager Pro Tem annual salary is payable to Jeremiah Glisson retroactive to June 3, 2024 when Mr. Glisson assumed the duties of City Manager Pro Tem.

Executed by the CITY this _____ day of June, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Bradley M. Bean
Commissioner - Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Executed by the CITY MANAGER PRO TEM this 5th day of June, 2024.



Jeremiah Glisson
City Manager Pro Tem

RESOLUTION 2024-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH CHARLES L. GEORGE, P.E. FOR TEMPORARY EMPLOYMENT AS INTERIM/PRO TEM CITY MANAGER; AUTHORIZING EXECUTION OF DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their December 19, 2023, special meeting, unanimously endorsed Charles L. George, P.E. to serve as Interim/Pro Tem City Manager to execute the duties of City Manager in accordance with Charter Section 25 on a temporary full-time basis; and

WHEREAS, the City Commission authorized the Human Resources Director and City Attorney to negotiate an employment agreement with Charles L. George; and

WHEREAS, it is necessary and in the best interest of the City to enter into an employment agreement to formalize the terms and conditions of Mr. George's temporary full-time employment with the City as Interim City Manager/City Manager Pro Tem; and

WHEREAS, funds are available in the City Manager departmental budget. However, a future budget amendment may be needed to compensate an interim or permanent City Manager for Fiscal Year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Employment Agreement with Charles L. George, attached hereto as Exhibit A, for temporary full-time employment as the Interim/Pro Tem City Manager.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Employment Agreement, upon review and approval by the City Attorney.

SECTION 3. This resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of January, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:



CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

**CITY MANAGER PRO TEM
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Fernandina Beach, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and Charles L. George, P.E. (hereinafter referred to by name or as "City Manager Pro Tem").

W I T N E S S E T H:

WHEREAS, the City Commission desires to employ Charles L. George as City Manager Pro Tem of the City of Fernandina Beach, Florida as a temporary employee at will pursuant to state and federal laws;

WHEREAS, the City, through its City Commission, desires to provide for certain compensation and no additional benefits for the City Manager Pro Tem and to establish conditions of employment applicable to the City Manager Pro Tem; and

WHEREAS, Charles L. George desires to accept employment as City Manager Pro Tem of the City of Fernandina Beach under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Fernandina Beach City Commission hereby hires and appoints Charles L. George as its City Manager Pro Tem, on a temporary basis as an exempt full-time employee, under the terms established herein, and Charles L. George agrees to perform the duties, functions, and powers of said office under the City Charter, Ordinances of the City of Fernandina Beach and laws of the State of Florida. Charles L. George as City Manager Pro Tem agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The City's employment of Charles L. George as City Manager Pro Tem is effective December 16, 2023, and will terminate at the same time as the City Commission hires a City Manager in accordance with the City Charter and that City Manager begins employment with the City, or until such time as the City Commission with a supermajority vote of 4/5 determines that the City Commission wishes to appoint another City Manager Pro Tem besides Mr. George. Charles L. George may terminate his employment as City Manager Pro Tem with 60 days' prior notice to the City Clerk, and upon termination of his duties as City Manager Pro Tem, Charles L. George may

resume his duties as City Engineer in the employ of the City of Fernandina Beach and directly reporting to the City Manager or the City Manager's designee.

Section 2. Compensation.

For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager Pro Tem a base annual salary of Two Hundred Thousand Dollars (\$200,000.00) annually and payable in bi-weekly installments of Seven Thousand Six Hundred Ninety-Two Dollars and Thirty-One Cents (\$7,692.31) at the same time as other City employees are paid, in addition Charles L. George will be entitled to use an available vehicle from the City's fleet as a duty and "take-home" vehicle during his employment with the City pursuant to the City's Vehicle Use Policy. Charles L. George will also be entitled to a City-purchased and paid cell phone to use during his employment with the City, and Charles L. George will reimburse the City for any personal calls on this City-provided cell phone.

Section 3. Time and Duties.

The City Manager Pro Tem will remain in the exclusive employ of the City and will devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this Agreement. The City Manager Pro Tem shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder and have a work schedule keeping in mind the best interests of the City.

Section 4. Paid Time Off

As a City salaried employee, Charles L. George has accrued paid time off (PTO) in accordance with the Personnel Policy and Chapter 62 of the Code of Ordinances. As City Manager Pro Tem, Mr. George will continue to accrue PTO as a salaried employee at the same rate based on years of service that his PTO is accruing on the Effective of this Agreement.

Section 5. Holidays

The City Manager Pro Tem is entitled to the same paid holidays as the general City staff.

Section 6. Health, Dental, Life and Disability Insurance

The City agrees to provide health and dental insurance for the City Manager Pro Tem in the same manner as is provided to other department director employees which is currently 100% paid by City for employee for the basic HMO) plan and 50% paid by City for dependent coverage. The City hereby reserves the right to change health and dental benefits for the City Manager Pro Tem in the same manner as it may change benefits for other City employees at any time during the term of this Agreement (ie. percentage of premium paid by City and employee contribution for premiums). The City agrees to provide life insurance in the value equal to the City Manager Pro Tem's annual salary. Such coverage will be effective upon employment.

Section 11. Retirement.

Charles L. George, P.E. may continue to participate in the General Employees' Pension Plan with contributions made by the City and Charles L. George, in accordance with the Code of Ordinances based upon the annual salary paid to the City Manager Pro Tem.

Section 12. Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager Pro Tem against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager Pro Tem reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager Pro Tem committed while acting unreasonably outside the course and scope of his agreed duties, committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager Pro Tem shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager Pro Tem, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 13. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager Pro Tem.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Nassau County, Florida.

F. Upon City Manager Pro Tem's death during the term of this Agreement, the City's obligations under this Agreement shall terminate except for:

1. Payment of earned salary and transfer of ownership of retirement funds, if any, to his designated beneficiaries; and
2. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement is December 19, 2023 ("Effective Date"). The City Manager Pro Tem annual salary is payable to Charles L. George, P.E. retroactive to December 16, 2023 when Mr. George assumed the duties of City Manager Pro Tem.

Executed by the CITY this 2nd day of January, 2024.

ATTEST:

CITY OF FERNANDINA BEACH



Caroline Best
City Clerk



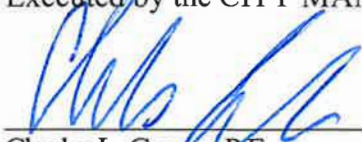
Bradley M. Bean
Commissioner - Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Executed by the CITY MANAGER PRO TEM this 2nd day of January, 2024.



Charles L. George, P.E.
City Manager Pro Tem

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-106
Settlement Agreement - Main Beach Sojourn LLLP Et. Al.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-106.

SYNOPSIS: In August 2019, Compass Group, Inc. applied for City building permits to construct two (2) Marriott brand hotels on Atlantic Avenue ("Hotels Project"). On December 22, 2022, Main Beach Sojourn, LLLP and Compass Group, Inc. filed a lawsuit against the City claiming that the building permit fees charged by the City for the Hotels Project were unreasonably high and violated the Florida Building Code, and the lawsuit further sought refund of overpaid non-utility impact fees. The City's building permit fees are authorized fees charged by the City pursuant to the Florida Building Code and the City Commission-adopted Master Fee Schedule. The City's Building Department charges building permit fees for building permits and collects City and Nassau County impact fees and mobility fees at the time building permit fees are collected, at the very beginning of a project.

City non-utility impact fees were charged in 2019 for the Hotels Project based on the square footages shown in building plans submitted by Compass Group, Inc. and when building plans subsequently change as the Hotels Project move through the construction process, any refund of overpayment of fees or underpayment of impact fees owed are resolved at the completion of the Hotels Project. The City Commission wishes to refund non-utility impact fees and statutory interest in the amount of \$68,167.72 overpaid by Compass Group, Inc. because the Hotels Project, when completed, included less conditioned square footage than the original building plans indicated.

Finally, the City Commission wishes to settle the lawsuit styled Main Beach Sojourn, LLLP et al. v. City of Fernandina Beach, Case No.: 2022-CA-414 in the Fourth Judicial Circuit Court in and for Nassau County to avoid further litigation costs, and refund building permit fees in the amount of \$444,780.82 which includes simple interest at the fixed rate of 5% from May 11, 2021 (date of issuance of Certificate of Occupancy) through December 1, 2023.

FISCAL IMPACT: Staff recommends transferring a total of \$69,000.00 from the Capital Expansion Reserve accounts, from the Public Administration Impact Fee Reserve account 3101000 38910 for \$28,290, the Police Impact Fee Reserve account 3102100 38910 for \$17,250, and the Fire Impact Fee Reserve account 3102200 38910 for \$23,240, to the Public Administration Impact Fee Refund account 3101000 54935 for \$28,290, the Police Impact Fee Refund account 3102100 54935 for \$17,250, and the Fire Impact Fee Refund account 3102200 54935 for \$23,240, to refund non-utility impact fees overpaid due to changes in building square footages and reduction of conditioned spaces, and this refund is not to be paid from taxpayer dollars in the General Fund.

Staff also recommends transferring a total of \$445,000.00 from the Building Fund Reserve account, 140 59990 to the Building Fund account, 140 54935 to refund disputed building permit fees. This refund of building permit fees is not to be paid from the General Fund taxpayer dollars.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): At the pleasure of the City Commission.

Kim Briley, Deputy City Clerk	5/28/2024
Pauline Testagrose, Comptroller	6/11/2024
Andre Desilet, Utilities Director	6/11/2024
Jeremiah Glisson, Interim City Manager	6/11/2024
Tammi E. Bach, City Attorney	6/11/2024
Katie Newton, Paralegal	6/11/2024

Katie A Newton

Submitted By:

Date: May 21, 2024

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH MAIN BEACH SOJOURN, LLLP AND COMPASS GROUP, INC. REGARDING BUILDING PERMIT FEES CHARGED BY THE CITY IN 2019 FOR CONSTRUCTION OF TWO HOTELS ON ATLANTIC AVENUE; APPROVING A REFUND OF NON-UTILITY IMPACT FEES BASED ON OVERPAYMENTS DUE TO INACCURATE SQUARE FOOTAGE CALCULATIONS; APPROVING A BUDGET TRANSFER IN THE BUILDING DEPARTMENT FOR FISCAL YEAR 2023/2024; APPROVING BUDGET TRANSFERS FROM THE POLICE, FIRE AND PUBLIC ADMINISTRATION IMPACT FEE FUNDS FOR FISCAL YEAR 2023/2024; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in August 2019, Compass Group, Inc. applied for City building permits to construct two (2) Marriott brand hotels on Atlantic Avenue (“Hotels Project”); and

WHEREAS, on December 22, 2022, Main Beach Sojourn, LLLP and Compass Group, Inc. filed a lawsuit against the City claiming that the building permit fees charged by the City for the Hotels Project were unreasonably high and violated the Florida Building Code, and the lawsuit further sought refund of overpaid non-utility impact fees; and

WHEREAS, the City’s building permit fees are authorized fees charged by the City pursuant to the Florida Building Code and the City Commission adopted Master Fee Schedule; and

WHEREAS, the City’s Building Department charges building permit fees for building permits and collects City and County impact fees and mobility fees at the time building permit fees are collected, at the very beginning of a project; and

WHEREAS, City Public Administration, Fire and Police impact fees were charged in 2019 for the Hotels Project based on the square footages shown in building plans submitted by Compass Group, and when building plans subsequently change as the Hotels Project move through the construction process, any refund of overpayment of fees or underpayment of impact fees owed are resolved at the end of the Hotels Project; and

WHEREAS, the City Commission wishes to refund non-utility impact fees and statutory interest in the amount of \$68,167.72 overpaid by Compass Group, Inc. because the Hotels Project, when completed, included less square footage than the original building plans indicated; and

WHEREAS, the City Commission wishes to settle the lawsuit styled Main Beach Sojourn, LLLP et al. v. City of Fernandina Beach, Case No.: 2022-CA-414 in the Fourth Judicial Circuit Court in and for Nassau County, and refund building permit fees in the amount of \$444,780.82 which includes statutory interest; and

WHEREAS, staff recommends transferring a total of \$69,000.00 from the Capital Expansion Reserve accounts, from the Public Administration Impact Fee Reserve account 3101000 38910 for \$28,290, the Police Impact Fee Reserve account 3102100 38910 for \$17,250, and the Fire Impact Fee Reserve account 3102200 38910 for \$23,460, to the Public Administration Impact Fee Refund account 3101000 54935 for \$28,290 the Police Impact Fee Refund account 3102100 54935 for \$17,250, and the Fire Impact Fee Refund account 3102200 54935 for \$23,460, to refund non-utility impact fees overpaid due to changes in building square footages and reduction of conditioned spaces, and this refund is not to be paid from taxpayer dollars in the General Fund; and

WHEREAS, staff recommends transferring a total of \$445,000.00 from the Building Fund Reserve account, 140 59990 to the Building Fund account, 140 54935 to refund disputed building permit fees, and this refund of building permit fees is not to be paid from taxpayer dollars in the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves a refund of non-utility impact fees and statutory interest in the total amount of \$68,167.72 and a refund of disputed building permit fees and statutory interest in the total amount of \$444,780.82 in settlement of the lawsuit styled Main Beach Sojourn, LLLP et al. v. City of Fernandina Beach, Case No.: 2022-CA-414 in the Fourth Judicial Circuit Court in and for Nassau County.

SECTION 2. The City Commission hereby approves the attached Settlement and Release Agreement hereto as Exhibit A.

SECTION 3. The City Commission hereby approves transferring a total of \$69,000.00 from the Capital Expansion Reserve accounts, from the Public Administration Impact Fee Reserve account 3101000 38910 for \$28,290, the Police Impact Fee Reserve account 3102100 38910 for \$17,250, and the Fire Impact Fee Reserve account 3102200 38910 for \$23,240, to the Public Administration Impact Fee Refund account 3101000 54935 for \$28,290, the Police Impact Fee Refund account 3102100 54935 for \$17,250, and the Fire Impact Fee Refund account 3102200 54935 for \$23,460, to refund non-utility impact fees overpaid due to changes in building square footages and reduction of conditioned spaces, and this refund is not to be paid from taxpayer dollars in the General Fund.

SECTION 4. The City Commission hereby approves transferring a total of \$445,000.00 from the Building Fund Reserve Account 140 59990 to the Building Fund Account 140 54935 to refund disputed building permit fees, and this refund of building permit fees is not to be paid from taxpayer dollars in the General Fund.

SECTION 5. The City Commission hereby authorizes the City Clerk and Interim City Manager execute the Settlement and Release Agreement and all other documents pertaining to such Settlement and Release Agreement, upon review and approval of the City Attorney.

SECTION 6. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

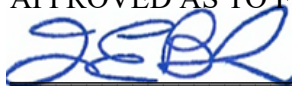
CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO.: CA22-000414

DIVISION: A

MAIN BEACH SOJOURN, LLLP, a Florida
limited partnership, and COMPASS
GROUP, INC., a Florida corporation,

Plaintiffs,

v.

CITY OF FERNANDINA BEACH,
FLORIDA, a municipal and a political
subdivision of the State of Florida

Defendant.

_____ /

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2024 (the "Effective Date"), among Main Beach Sojourn, LLLP, a Florida limited partnership ("MBS"), Compass Group, Inc., a Florida corporation ("Compass") (collectively, the "Plaintiffs"), and the City of Fernandina Beach, Florida, a municipal corporation and a political subdivision of the State of Florida (the "City"). The above parties are referred to in this Agreement individually as a "Party," and collectively as the "Parties."

RECITALS

The Plaintiffs sued the City in the above-styled case (the "Action") for allegedly compelled overpayment of building permit and other fees in Count I, II, IV, and V of the Second Amended Complaint (the "Permit Fees" and "Complaint") and concerning impact fees in Count III of the Complaint (the "Impact Fees").

The Parties have reached amicable resolution, which is stated in this Agreement.

1. Recitals. The Parties acknowledge that the Recitals are true and correct and constitute an integral part of this Agreement.

2. Payment. Within ten (10) days after the Effective Date, the City will wire the following funds to the trust account of Plaintiffs' counsel, Upchurch, Bailey and Upchurch, P.A., 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084:

a. \$444,780.82 to resolve all of Plaintiffs' claims related to permit fees as set forth in Counts I, II, IV, and V of the Plaintiffs' Second Amended Complaint.

b. \$68,167.72 to resolve all of Plaintiffs' claims related to Count III of the Plaintiffs' Second Amended Complaint.

c. All parties will pay their own costs and attorneys' fees.

3. Dismissal. Plaintiffs' counsel will e-file a dismissal of the Action with prejudice immediately upon receipt of the wired funds under paragraph 2. Each side will bear its own attorney's fees and costs.

4. Mutual Release. As of the Effective Date to the maximum extent permitted under applicable law, each of the Parties, for itself and on behalf of each of its respective affiliates and related persons and entities, and each of its respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing person and entities (each, a "Releasing Party"), hereby unconditionally, irrevocably and forever releases all other Parties and each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (collectively, the "Released Parties"), from any claims, demands, causes of action, lawsuits or other legal actions or proceedings against the Released Parties, and all liabilities, damages, losses, costs and expenses that any Releasing Party incurs, whether before, on or after the date of this Agreement, that arise in, under, from or are related to any matter that was or that could have been raised concerning the subject matter of this Action, including but not limited to the fees that are the subject matter of this Action, from the beginning of time to and including the date of this Agreement.

5. Representations and Acknowledgements.

(a) **Representations by Parties.** Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement; (ii) with respect to the claims being released and rights being waived by a Party pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on that Party's behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party; (v) that no other person or entity is required to approve or consent to such execution or performance by such Party; and (vi) that such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) **No Reliance on Representations.** Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and

delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents, materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, no Party is relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) Acknowledgements. Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

6. Rules of Interpretation. The following rules shall apply to the interpretation of this Agreement:

(a) Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect.

(b) Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words “include,” “includes,” “including” shall be construed as if followed by the phrase “without limitation”; (iii) the words “hereof,” “hereto” and “herein” refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word “may” shall be construed as meaning “shall have the right by not the obligation to”; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the day is not a business day, in which case the last day shall be the next business day; and (vii) all references to any recital, article, section, exhibit or schedule are to the recitals, articles, sections, schedule or exhibits of this Agreement.

(c) References to Persons and Entities. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(i) The term “Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

(ii) The term “Governmental Authority” means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

7. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

8. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Florida without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Florida or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Florida.

9. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in a state or federal court of competent jurisdiction over Nassau County, Florida. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

10. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective predecessors, successors and assigns, and, for the purposes of Section 8 of this Agreement, the Released Parties.

11. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery of a signed counterpart of this Agreement by fax, PDF or other electronic transmission shall constitute delivery of an original counterpart for all purposes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]

AGREED AND ACCEPTED:

**MAIN BEACH SOJOURN, LLLP, a Florida
limited partnership**

By: _____

Printed Name: _____

Title: _____

COMPASS GROUP, INC., a Florida corporation

By: _____

Printed Name: _____

Title: _____

UPCHURCH, BAILEY AND UPCHURCH, P.A.

By: _____

SIDNEY F. ANSBACHER

Florida Bar No. 611300

Post Office Drawer 3007

St. Augustine, Florida 32085-3007

Telephone: (904) 829-9066

Facsimile: (904) 825-4862

Primary email: sfansbacher@ubulaw.com

Secondary email: pleadings@ubulaw.com

Attorney for Plaintiffs

AGREED AND ACCEPTED:

**CITY OF FERNANDINA BEACH, FLORIDA, a municipal
and a political subdivision of the State of Florida**

By: _____

Printed Name: Charles L. George, P.E.

Title: Interim City Manager

**APPROVED AS TO FORM AND LEGALITY:
CITY OF FERNANDINA BEACH, FLORIDA**

By: _____

TAMMI E. BACH

Florida Bar No. 179086

204 Ash Street

Fernandina Beach, Florida 32034-4230

Telephone: (904) 310-3275

Facsimile: (904) 310-3466

Primary email: tbach@fbfl.org

Attorney for Defendant

ATTEST:

Caroline Best, City Clerk

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-107
Settlement Agreement - Jakuszewski

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-107.

SYNOPSIS: On May 21, 2019, Ms. Jakuszewski was sunbathing on the beach near Seaside Park when she was hit by a vehicle, sustaining injuries. The City was served and the City Commission approved the defense in the case of Susan M. Jakuszewski v. City of Fernandina Beach, et al., Case 21-CA-211, via Resolution 2021-120.

The City, defense counsel, Carr Allison, and Preferred Governmental Claims Solutions (PGCS), acting as the City's insurer, engaged in mediation on May 31, 2024, and agreed on a settlement in the amount of \$67,000. As part of the settlement, Ms. Jakuszewski will sign a general release of all claims to the City and the City's insurer, PGIT and PGCS prior to receiving the \$67,000 settlement.

FISCAL IMPACT: The City has a zero deductible for its law enforcement liability claims. Preferred Governmental Insurance Trust (PGIT), the City's insurer, will pay the entire settlement amount of \$67,000 for this claim.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-107.

Kim Briley, Deputy City Clerk	6/3/2024
Pauline Testagrose, Comptroller	6/4/2024
Jeremiah Glisson, Interim City Manager	6/4/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/10/2024

A handwritten signature in blue ink that reads 'Katie A. Newton'.

Date: May 31, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE MEDIATION SETTLEMENT AGREEMENT IN THE CASE OF SUSAN M. JAKUSZEWSKI V. CITY OF FERNANDINA BEACH ET AL IN THE AMOUNT OF \$67,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2019, Ms. Jakuszewski was sunbathing on the beach near Seaside Park when she was hit by a vehicle, sustaining injuries; and

WHEREAS, The City was served and the City Commission approved the defense in the case of Susan M. Jakuszewski v. City of Fernandina Beach, et al., Case 21-CA-211, via Resolution 2021-120; and

WHEREAS, the City, defense counsel, Carr Allison, and Preferred Governmental Claims Solutions (PGCS), acting as the City's insurer, engaged in mediation on May 31, 2024, and agreed on a settlement in the amount of \$67,000; and

WHEREAS, as part of the settlement, Ms. Jakuszewski will sign a general release of all claims to the City and the City's insurer, PGIT and PGCS prior to receiving the \$67,000 settlement; and

WHEREAS, the City has a zero deductible for its general liability claims. Preferred Governmental Insurance Trust (PGIT), the City's insurer will pay the entire settlement amount of \$67,000 for this claim.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves a settlement in the amount of Sixty-Seven Thousand Dollars and Zero Cents (\$67,000.00) to Susan M. Jakuszewski.

SECTION 2. The City Commission hereby authorizes the City Clerk and Interim City Manager execute all documents pertaining to such settlement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

RELEASE OF ALL CLAIMS

FOR THE SOLE CONSIDERATION OF SIXTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$67,000.00), the receipt of which is hereby acknowledged, the undersigned, **SUSAN JAKUSZEWSKI** ("Releasor"), and on behalf of the Releasor's heirs, survivors, beneficiaries, administrators, executors, successors, representatives, agents, and assigns, does **FULLY RELEASE AND DISCHARGE:**

**THE CITY OF FERNANDINA BEACH, PREFERRED GOVERNMENTAL INSURANCE TRUST,
& PREFERRED GOVERNMENTAL CLAIM SERVICES**

and all of their legal representatives, predecessors, boards, officers, successors, affiliates, subsidiaries, umbrella corporations, agents, assigns, principals, servants, insurers, employers, employees, and council members, (hereinafter referred to as "Releasees"), of and from any and every claim, demand, or cause of action whatsoever which Releasor has, had, or may hereafter have, against Releasees, or any of them, for or on account of personal injuries, wrongful death, and/or damage to property, loss of time, loss of services, society, expenses, impairment or loss of any right, or any other loss, cost or damage of any nature whatsoever, sustained by or accruing to Releasor, whether now known or unknown, resulting from or in any manner connected with or arising out of the incident which occurred on or about May 21, 2019, in Nassau County, Florida, and which is the subject of and described in the case styled *Susan Jakuszewski v. The City of Fernandina Beach*, In the Circuit Court, Fourth Judicial Circuit, In and For Nassau County, Florida, Case No. 21CA211.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that the Releasees specifically deny all liability.

Releasor hereby declares and represents that the injuries, losses, and damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agreed that Releasor relies wholly upon Releasor's judgment, belief and knowledge of the nature, extent, effect, and duration of said injuries, losses, and damages and liability therefor, and it is made without reliance upon any statement or representation of the Releasees or their representatives or by any physician or surgeon by them employed.

It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare/Medicaid system. Instead, this settlement is intended to resolve a dispute between Releasor and Releasees. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider the interests of Medicare/Medicaid, if any, and do not reflect any attempt to shift responsibility of treatment pursuant to 42 U.S.C. §1395y(b). Releasor acknowledges that if applicable, Medicare and/or Medicaid will be reimbursed out of these settlement proceeds for any and all payments made in the past or that may be made in the future related to this accident. In the event Medicare/Medicaid requires reimbursement related to future medical treatment, Releasor agrees that such reimbursement is her sole responsibility. Releasor shall hold Releasees harmless from any and all adverse consequences in the event that this settlement results in loss of Medicare/Medicaid benefits by Releasor that she would have been entitled to absent settlement.

Releasor expressly agrees to satisfy any and all subrogation interests, claims and/or liens,

as may be finally determined and/or compromised, from the proceeds of the settlement funds. Releasor further agrees to indemnify and hold harmless the Releasees from any and all liens, subrogation interests, claims, demands, actions or causes of action for contribution and/or indemnity and judgments for medical treatment or care provided for any related injury or condition that may be asserted by any third party lien or interest holder, including but not limited to Medicare, Medicaid, MedPay coverage, PIP payments, private health care insurer or plan, or any other contractual, statutory, or government lien holder relative to any care, services or treatment rendered or offered for which demand could be made upon Releasees for discharge or payment by statute, contract, rule or regulation, or from any claim for reimbursement, double damages, penalties, fines and attorney fees relating to a government entity asserting such claims under the Medicare Secondary Payer statute or any related federal or state laws, arising out of incident, transaction or occurrence described above. Releasor represents and warrants that she will reserve the necessary funds to pay any such interests, repayment claims, claims and/or liens asserted by any third party or any other party or entity that may be related to the claim described herein and/or this settlement agreement.

Releasor, through her counsel agrees to file with the Court a dismissal with prejudice as to said action with each party to bear its own fees and costs, and to execute any such other documents as may be necessary in order to accomplish the settlement and discharge of the Releasees.

Releasor hereby covenants and agrees to indemnify, protect, and save harmless the Releasees from all liens, judgments, costs, and expenses, including a reasonable attorneys' fee, arising on account of any action, claim or demand (including any brought or asserted by any person claiming to have been subrogated to a right or cause of action on behalf of Releasor), to include any actual or potential workers' compensation lien and any consortium claim by a spouse or ex-spouse or any other third parties, which anyone may hereafter bring or assert on account of any injuries, losses, or damages resulting from the incident, transaction or occurrence described above.

Releasor acknowledges that no advice with respect to the taxability of the settlement proceeds identified herein was provided and Releasor is responsible for paying taxes, if any, owed on all the monies paid to her in connection with this Release.

Releasor further declares and represents that no promise, inducement, or agreement not herein expressed has been made to Releasor, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EXECUTED this 3rd day of June, 2024.

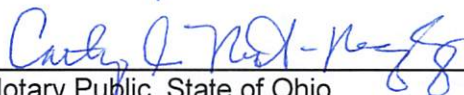
Signed, sealed, and delivered in
presence of:


Susan Jakuszcwski

SWORN TO AND SUBSCRIBED before me this 3rd day of June, 2024.



Cathy Ann Nist-Mazey
Notary Public, State of Ohio
My Commission Expires 06-27-2027


Notary Public, State of Ohio
My Commission Expires:
Commission Number:

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

My Commission Expires 08-27-2025
Notary Public, State of Ohio
Cathy Ann Kist-Mazzei



CONFIDENTIAL

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-108
Settlement Agreement - Glenda Jones

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-108.

SYNOPSIS: On June 22, 2022, Ms. Jones was walking downtown and sustained injuries from a fall on the sidewalk. The City was served and the City Commission approved the defense in the case of Glenda Jones v. City of Fernandina Beach, et al., Case 23-CA-252, via Resolution 2023-211.

The City, defense counsel, Carr Allison, and Preferred Governmental Claims Solutions (PGCS), acting as the City's insurer, agreed on a settlement in the amount of \$70,000. As part of the settlement, Ms. Jones will sign a general release of all claims to the City and the City's insurer, PGIT and PGCS prior to receiving the \$70,000 settlement.

FISCAL IMPACT: The City has a zero deductible for its law enforcement liability claims. Preferred Governmental Insurance Trust (PGIT), the City's insurer, will pay the entire settlement amount of \$70,000 for this claim.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-108.

Kim Briley, Deputy City Clerk	6/4/2024
Pauline Testagrose, Comptroller	6/5/2024
Jeremiah Glisson, Interim City Manager	6/5/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/10/2024

Date: June 03, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF GLENDA JONES V. CITY OF FERNANDINA BEACH IN THE AMOUNT OF \$70,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 2022, Ms. Jones was walking downtown and sustained injuries from a fall on the sidewalk; and

WHEREAS, The City was served and the City Commission approved the defense in the case of Glenda Jones v. City of Fernandina Beach, et al., Case 23-CA-251, via Resolution 2023-211; and

WHEREAS, the City, defense counsel, Carr Allison, and Preferred Governmental Claims Solutions (PGCS), acting as the City's insurer, agreed on a settlement in the amount of \$70,000; and

WHEREAS, as part of the settlement, Ms. Jones will sign a general release of all claims to the City and the City's insurer, PGIT and PGCS prior to receiving the \$70,000 settlement; and

WHEREAS, the City has a zero deductible for its law enforcement liability claims. Preferred Governmental Insurance Trust (PGIT), the City's insurer will pay the entire settlement amount of \$70,000 for this claim.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves a settlement in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) to Glenda Jones.

SECTION 2. The City Commission hereby authorizes the City Clerk and Interim City Manager execute all documents pertaining to such settlement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RELEASE OF ALL CLAIMS

FOR THE SOLE CONSIDERATION OF SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00), the receipt of which is hereby acknowledged, the undersigned, **GLEND A JONES** ("Releasor"), and on behalf of the Releasor's heirs, survivors, beneficiaries, administrators, executors, successors, representatives, agents, and assigns, does **FULLY RELEASE AND DISCHARGE:**

THE CITY OF FERNANDINA BEACH, PREFERRED GOVERNMENTAL INSURANCE TRUST, & PREFERRED GOVERNMENTAL CLAIM SERVICES

and all of their legal representatives, predecessors, boards, officers, successors, affiliates, subsidiaries, umbrella corporations, agents, assigns, principals, servants, insurers, employers, employees, and council members, (hereinafter referred to as "Releasees"), of and from any and every claim, demand, or cause of action whatsoever which Releasor has, had, or may hereafter have, against Releasees, or any of them, for or on account of personal injuries, wrongful death, and/or damage to property, loss of time, loss of services, society, expenses, impairment or loss of any right, or any other loss, cost or damage of any nature whatsoever, sustained by or accruing to Releasor, whether now known or unknown, resulting from or in any manner connected with or arising out of the incident which occurred on or about June 22, 2022, in Nassau County, Florida, and which is the subject of and described in the case styled *Glenda Jones v. The City of Fernandina Beach*, In the Circuit Court, Fourth Judicial Circuit, In and For Nassau County, Florida, Case No. 23CA525.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that the Releasees specifically deny all liability.

Releasor hereby declares and represents that the injuries, losses, and damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agreed that Releasor relies wholly upon Releasor's judgment, belief and knowledge of the nature, extent, effect, and duration of said injuries, losses, and damages and liability therefor, and it is made without reliance upon any statement or representation of the Releasees or their representatives or by any physician or surgeon by them employed.

It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare/Medicaid system. Instead, this settlement is intended to resolve a dispute between Releasor and Releasees. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider the interests of Medicare/Medicaid, if any, and do not reflect any attempt to shift responsibility of treatment pursuant to 42 U.S.C. §1395y(b). Releasor acknowledges that if applicable, Medicare and/or Medicaid will be reimbursed out of these settlement proceeds for any and all payments made in the past or that may be made in the future related to this accident. In the event Medicare/Medicaid requires reimbursement related to future medical treatment, Releasor agrees that such reimbursement is her sole responsibility. Releasor shall hold Releasees harmless from any and all adverse consequences in the event that this settlement results in loss of Medicare/Medicaid benefits by Releasor that she would have been entitled to absent settlement.

Releasor expressly agrees to satisfy any and all subrogation interests, claims and/or liens,

as may be finally determined and/or compromised, from the proceeds of the settlement funds. Releasor further agrees to indemnify and hold harmless the Releasees from any and all liens, subrogation interests, claims, demands, actions or causes of action for contribution and/or indemnity and judgments for medical treatment or care provided for any related injury or condition that may be asserted by any third party lien or interest holder, including but not limited to Medicare, Medicaid, MedPay coverage, PIP payments, private health care insurer or plan, or any other contractual, statutory, or government lien holder relative to any care, services or treatment rendered or offered for which demand could be made upon Releasees for discharge or payment by statute, contract, rule or regulation, or from any claim for reimbursement, double damages, penalties, fines and attorney fees relating to a government entity asserting such claims under the Medicare Secondary Payer statute or any related federal or state laws, arising out of incident, transaction or occurrence described above. Releasor represents and warrants that she will reserve the necessary funds to pay any such interests, repayment claims, claims and/or liens asserted by any third party or any other party or entity that may be related to the claim described herein and/or this settlement agreement.

Releasor, through her counsel agrees to file with the Court a dismissal with prejudice as to said action with each party to bear its own fees and costs, and to execute any such other documents as may be necessary in order to accomplish the settlement and discharge of the Releasees.

Releasor hereby covenants and agrees to indemnify, protect, and save harmless the Releasees from all liens, judgments, costs, and expenses, including a reasonable attorneys' fee, arising on account of any action, claim or demand (including any brought or asserted by any person claiming to have been subrogated to a right or cause of action on behalf of Releasor), to include any actual or potential workers' compensation lien and any consortium claim by a spouse or ex-spouse or any other third parties, which anyone may hereafter bring or assert on account of any injuries, losses, or damages resulting from the incident, transaction or occurrence described above.

Releasor acknowledges that no advice with respect to the taxability of the settlement proceeds identified herein was provided and Releasor is responsible for paying taxes, if any, owed on all the monies paid to her in connection with this Release.

Releasor further declares and represents that no promise, inducement, or agreement not herein expressed has been made to Releasor, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EXECUTED this 4th day of June, 2024.

Signed, sealed, and delivered in
presence of:

Glenda Jones

Glenda Jones

SWORN TO AND SUBSCRIBED before me this 4th day of June, 2024.



Kelly Seyler

Notary Public, State of Florida At Large
My Commission Expires:
Commission Number:

Personally Known _____ or Produced Identification _____
Type of Identification Produced drivers license

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-109
Deed of Dedication - Gum Street

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-109.

SYNOPSIS: W.R. Howell Company wishes to dedicate 0.46 acres of land located off Gum Street to the City for the purposes of conservation and open space. The property is not developable for commercial purposes due to the presence of wetlands and the owner has determined the most suitable use is conservation lands. The 0.46 acres is vacant and undisturbed land containing wetlands that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection.

FISCAL IMPACT: Conservation land management tasks include adopting a management plan and potential removal of invasive plants, if any exist.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-109.

Kelly Gibson, Planning and Conservation Deputy Director	5/30/2024
Kim Briley, Deputy City Clerk	6/3/2024
Jeremiah Glisson, Interim City Manager	6/3/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/10/2024

A handwritten signature in blue ink that reads "Katie A. Newton".

Date: May 29, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM W. R. HOWELL COMPANY FOR 0.46 ACRES OF VACANT LAND LOCATED ON GUM STREET TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, W. R. Howell Company, LLC wishes to dedicate 0.46 acres of land located off Gum Street and identified as Parcel 00-00-31-1800-0288-0020, Lot 2, Block 288 and Parcel 00-00-31-1800-0288-0030, Lot 3, Block 288, according to the official map or plat of said City of Fernandina Beach (formerly named Fernandina) (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901), (the "Property") to the City for the purposes of conservation and open space; and

WHEREAS, the Property is not developable for residential purposes due to the presence of wetlands and the owner has determined the most suitable use is conservation lands; and

WHEREAS, the 0.46 acres is vacant and undisturbed land containing wetlands that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection; and

WHEREAS, the property is within the City limits and presently contains a Future Land Use Map designation of Medium Density Residential (MDR) and Industrial, and Zoning Districts of R-2 and I-1; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from W. R. Howell Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby accepts the Deed of Dedication, attached hereto as Exhibit 1.

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

DEED OF DEDICATION

THIS INDENTURE, made this 18th day of June, 2024 BETWEEN **W.R. HOWELL COMPANY, a Florida corporation**, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 ("Grantor"), and **CITY OF FERNANDINA BEACH**, a municipal corporation in Nassau County, State of Florida whose mailing address is 204 Ash Street, Fernandina Beach, Florida 32034 ("Grantee").

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and the acceptance of this Dedication by the Grantee, Grantor does hereby grant, dedicate in perpetuity, give, and convey to the Grantee, its successors and assigns, forever the following described land situate in Fernandina Beach, Nassau County, Florida, to wit:

AS MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, in fee simple for land to be held in perpetuity as public conservation land.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to dedicate and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand this May 23 day of 23, 2024.

Signed, sealed and delivered in the presence of:

Witness: Laura Stowell
Print Name: Laura Stowell

Witness: Paul A. Howell
Print Name: Paul A. Howell

GRANTOR:
W.R. Howell Company

William R. Howell II
Print Name: William R. Howell II
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of May, 2024, by William R. Howell II as President for W.R. Howell Company.

Michelle Lea Williams
Notary Public, State of Florida

My Commission Expires: July 17, 2025



Personally Known ✓ OR Produced Identification _____ Type of Identification Produced _____

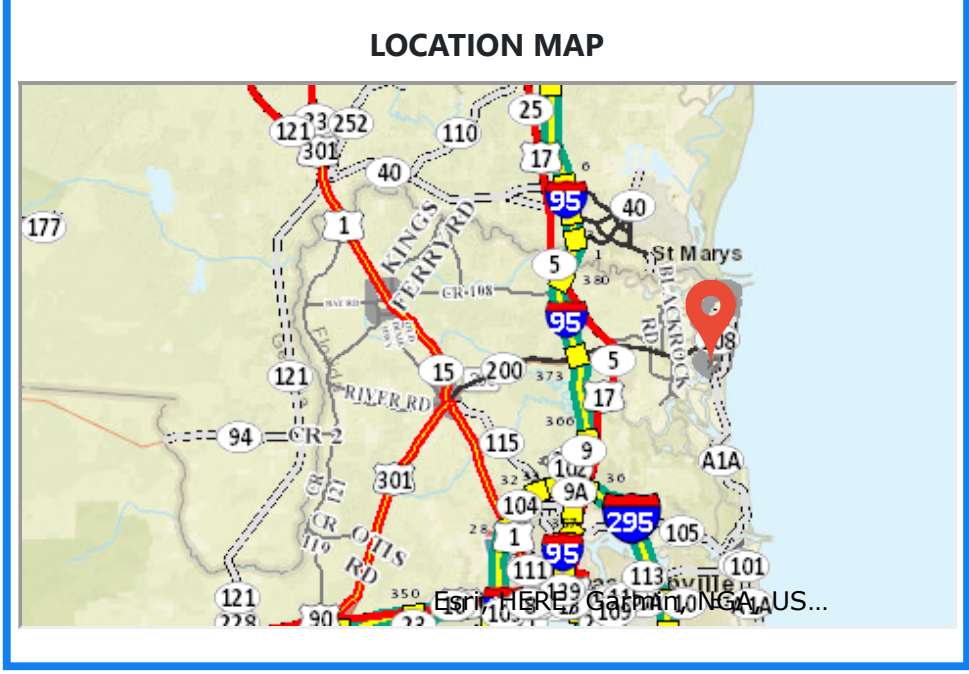
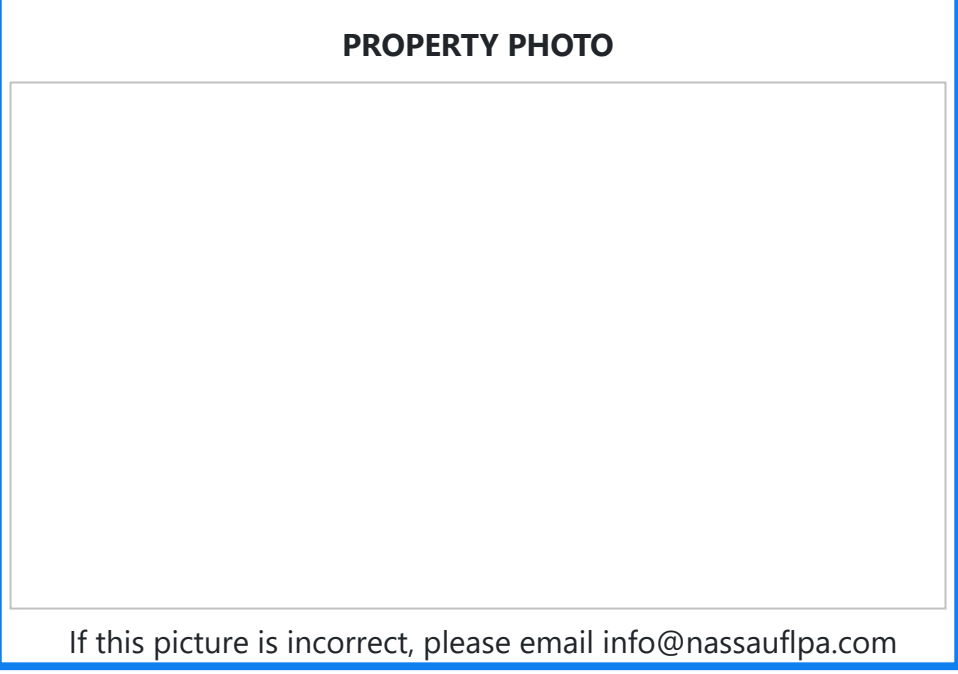
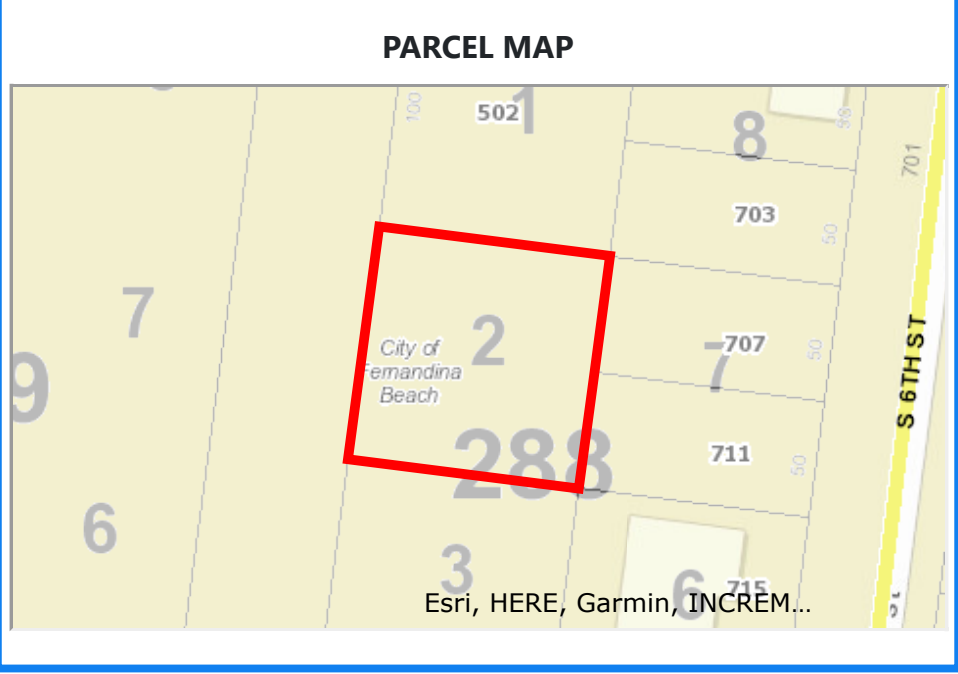
Exhibit A

Parcel Number: 00-00-31-1800-0288-0020, Lot 2, Block 288, according to the official map or plat of said City of Fernandina Beach (formerly named Fernandina) (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901)

Parcel Number: 00-00-31-1800-0288-0030, Lot 3, Block 288, according to the official map or plat of said City of Fernandina Beach (formerly named Fernandina) (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901)

PROPERTY INFORMATION	
Parcel Number 00-00-31-1800-0288-0020	
Owner Name	W R HOWELL COMPANY INC
Mailing Address	12443 SAN JOSE BLVD STE 504
	JACKSONVILLE, FL 32223
Location Address	0 S 5TH ST
	FERNANDINA BEACH 32034
Tax District	002 - FERNANDINA BEACH
Milage	18.3806
Homestead	No
Property Usage	VACANT 000000
Deed Acres	0
Short Legal	BLOCK 288 LOT 2 CITY OF FDNA BEACH

2023 Certified Values	
Land Value	\$100,000
(+) Improved Value	\$0
(=) Market Value	\$100,000
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$0
(=) Assessed Value	\$100,000
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$100,000
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$100,000
Note - *10% Cap does not apply to School Taxable Value	



Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2023-05-31	2645 / 680	\$227,000	WD	U	V	HIGGS FAMILY JOINT REV TRUST HIGGS MARY JO TRUSTEE JOHNSON BROOKE ASHLEY	W R HOWELL COMPANY INC
2022-03-09	2551 / 1549	\$100	PR	U	I	JOHNSON BROOKE P/R OF JOSEPH ONEILL SWANN EST	JOHNSON BROOKE ASHLEY
2010-09-13	1698 / 1851	\$100	WD	U	I	HIGGS CYRIL V	HIGGS CYRIL V & MARY JO TRUSTEES

PROPERTY INFORMATION

Parcel Number 00-00-31-1800-0288-0030

Owner Name

W R HOWELL COMPANY INC

Mailing Address

12443 SAN JOSE BLVD STE 504

JACKSONVILLE, FL 32223

Location Address

0 S 5TH ST

FERNANDINA BEACH 32034

Tax District

002 - FERNANDINA BEACH

Milage

18.3806

Homestead

No

Property Usage

VACANT 000000

Deed Acres

0

Short Legal

BLOCK 288 LOT 3 CITY OF FDNA BEACH

2023 Certified Values

Land Value

\$100,000

(+) Improved Value

\$0

(=) Market Value

\$100,000

(-) Agricultural Classification

\$0

(-) SOH or Non-Hx* Capped Savings

\$0

(=) Assessed Value

\$100,000

(-) Homestead

\$0

(-) Additional Exemptions

\$0

(=) School Taxable Value

\$100,000

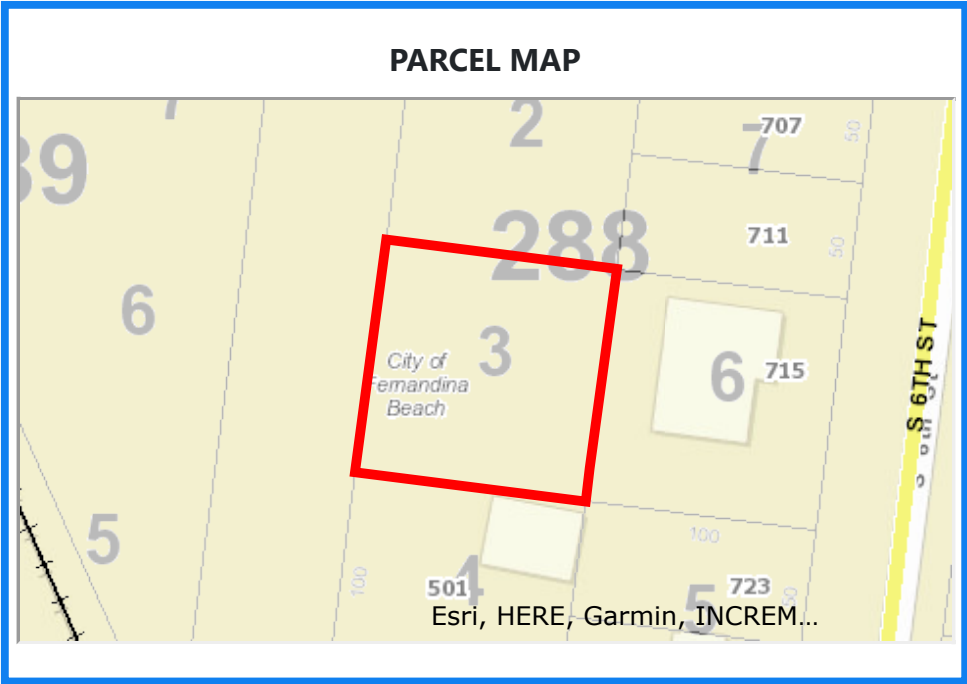
(-) Non-School HX & Other Exempt Value

\$0

(=) County Taxable Value

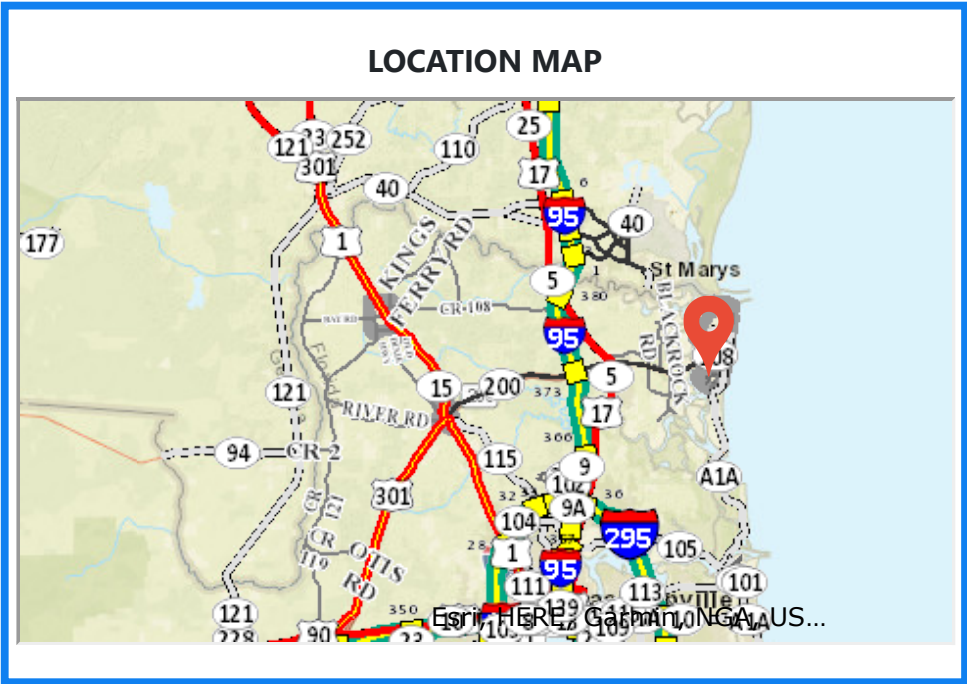
\$100,000

Note - *10% Cap does not apply to School Taxable Value



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com



Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2023-05-31	2645 / 680	\$227,000	WD	U	V	HIGGS FAMILY JOINT REV TRUST HIGGS MARY JO TRUSTEE JOHNSON BROOKE ASHLEY	W R HOWELL COMPANY INC
2022-03-09	2551 / 1549	\$100	PR	U	I	JOHNSON BROOKE P/R OF JOSEPH ONEILL SWANN EST	JOHNSON BROOKE ASHLEY
2010-09-13	1698 / 1851	\$100	WD	U	I	HIGGS CYRIL V	HIGGS CYRIL V & MARY JO TRUSTEES



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE WR Howell and Company, Inc.
(print name of property owner(s))

hereby authorize: Tim Ritch, Manager, Arteson Homes, LLC
(print name of agent)

to represent me/us in processing an application for: Dedication of Lots 2 and 3, Block 28
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

William R Howell, Jr.
(Signature of owner)

(Signature of owner)

William R Howell, Jr.
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF ~~NASSAU~~ Duval

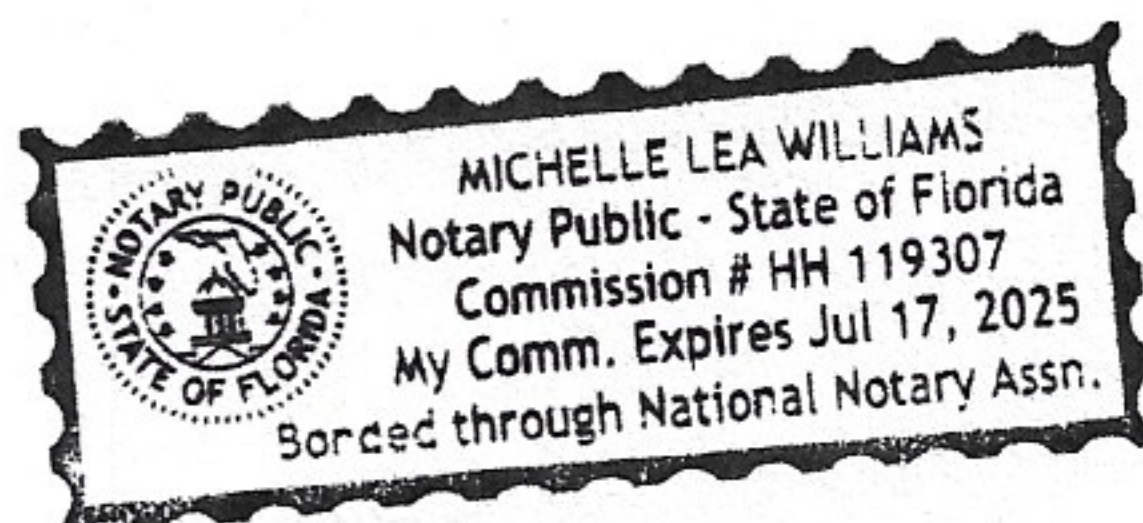
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of September, 2023, by William Howell.

Michelle Williams
Notary Public

Michelle Williams
Printed Name

July 17, 2025
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-110
Grant Applications - Florida Department of Environmental Protection Resilient Florida

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-110.

SYNOPSIS: In FY 2020/2021, Florida Senate Bill 64 modified Florida Statute 403.064 to create new water quality requirements for local jurisdictions. The State of Florida has provided new and expanded grant programs to assist local jurisdictions meet the new water quality requirements, including the Florida Department of Environment Protection (FDEP) Water Quality Improvement and Alternate Water Supply grants.

The attached Resolution requests preparation and submission of two Florida Department of Environmental Protection grant applications for the FDEP Water Quality Improvement and Alternate Water Supply grants to help Fernandina Beach meet the new water quality requirements within Florida Statute 403.064.

The Resolution also requests approval to contract with Woodward & Curran, Inc. directly by "piggyback" agreement on an existing contract with the City of Mascotte for engineering design and grant application preparation services related to the two grant applications.

FISCAL IMPACT: Funds of \$27,000 are budgeted and available in the Water Professional Services account 460 53100 and Wastewater Professional Services account 450 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt Resolution 2024-110.

Andre Desilet, Utilities Director	6/4/2024
Lorelei Jacobs, Grants Administrator	6/4/2024
Kim Briley, Deputy City Clerk	6/7/2024
Katie Newton, Paralegal	6/11/2024
Pauline Testagrose, Comptroller	6/11/2024
Jeremiah Glisson, Interim City Manager	6/11/2024
Tammi E. Bach, City Attorney	6/11/2024

Lorelei Jacobs

Date: May 29, 2024

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2024-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEAH, FLORIDA, APPROVING THE PREPARATION AND SUBMISSION OF TWO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT APPLICATIONS TO SATISFY STATUTORY WATER IMPROVEMENT REQUIREMENTS; APPROVING AN AGREEMENT WITH WOODWARD & CURRAN, INC. FOR ENGINEERING, DESIGN, AND GRANT PREPARATION SERVICES BY WAY OF PIGGYBACK AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the passage of Senate Bill 64 in 2021 created new water quality standards for local jurisdictions, including a requirement that wastewater utilities submit to the Florida Department of Environmental Protection (FDEP) a plan for eliminating nonbeneficial surface water discharge by January 1, 2032; and

WHEREAS, the City Utilities department developed a plan in accordance with the state statute which includes treatment plant upgrades to meet new water quality standards and creation of a re-use distribution system; and

WHEREAS, these projects are estimated to cost up to \$9 million, and are currently in the City's capital improvement plan; and

WHEREAS, the Florida Legislature has funded increased grant programs to assist local jurisdictions with compliance for the new water quality standards, including the FDEP Water Restoration Improvement Grants program. Both a Water Quality Improvement grant and an Alternate Water Supply grant are open for Fiscal Year 2024/2025 application; and

WHEREAS, these grant opportunities may be able to provide up to 100% of the funding needed to complete the required system upgrades and re-use project; and

WHEREAS, to meet the grant annual application deadlines of June 30, 2024, specialized water project engineering services are required to assist with engineering, design, and grant application preparation; and

WHEREAS, Woodward & Curran. Inc. has experience with the desired grants and can be contracted with directly by "piggyback" agreement on an existing contract with the City of Mascotte, Florida; and

WHEREAS, Woodward & Curran. Inc. has provided a proposal for the analysis and application preparation in an amount not to exceed \$27,000, attached hereto as Exhibit A; and

WHEREAS, funding is available in the Water Professional Services account, 460 53100 and the Wastewater Professional Services account, 450 53100 in Fiscal Year 2023/2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the submission of two FDEP Water Restoration Improvement grant applications to request funding for treatment plant upgrades to meet new water quality standards and creation of a re-use distribution system.

SECTION 2. The City Commission further authorizes entering into a “piggyback” agreement with Woodward & Curran, Inc. for engineering design and grant preparation services related to the two grant applications, attached as Exhibit A.

SECTION 3. The City Commission hereby authorizes the City Clerk and Interim City Manager to execute the grant applications as the City’s Authorized Representative, and other grant-related documents, upon review and approval of the City Attorney.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Via Electronic Mail

May 30, 2024



Andre Desilet, Public Works - Utilities Director
City of Fernandina Beach
1180 South 5th Street
Fernandina Beach, FL 32034

Re: Financial Initiative Plan and Application Services for
Development of Advanced Wastewater Treatment and Reuse

Dear Mr. Desilet:

Woodard & Curran, Inc. is pleased to present this Engineering Services Task Order between Woodard & Curran, Inc. (W&C) and the City of Fernandina Beach, Florida (City) to be authorized via adopted Agreement dated January 5, 2021 between Woodard & Curran and the City of Mascotte for Continuing Civil Engineering Services for the City of Mascotte, Florida Utilities Capital Project Delivery. The work shall be completed in accordance with the Scope of Work, Compensation, Schedule, and Standard Terms and Conditions as defined herein.

BACKGROUND

Woodard & Curran is uniquely positioned to serve the City of Fernandina Beach with providing a financial initiative plan to align with their developing capital improvement plan for wastewater treatment, disposal and reuse system, and we are excited about the opportunity to serve the City and to help set the foundation for this critical infrastructure investment. Woodard & Curran has a proven history of real results in application, planning and administration of state and federal funded capital improvement and public infrastructure projects leveraging the Florida Department of Environmental Protection, the United States Department of Agriculture and dozens of other Local, State and Federal low interest loan and principal forgiveness programs.

Woodard & Curran provides unique services throughout the application and planning procedures, as well as overall leadership and support in implementation, monitoring, and management of the funding programs. Our engineers and finance managers coordinate with agency officials to ensure a smooth process. Our ability to work distinct processes together as a cohesive unit from planning, design, pre-award thru close-out will provide staff the level of support that makes for a successful result.

The following steps describe aspects of the Woodard & Curran funding program guide and processes. The outlined application and planning activities are necessary to successfully complete funding program(s) requirements.

SCOPE OF SERVICES



Task 1a: Development of a Financial Initiative Plan (FIP) for Advanced Wastewater Treatment (AWT) and Reuse Opportunities

Woodard & Curran will support the City by identifying and recommending alternative finance and funding sources applicable to your Advanced Wastewater Treatment and Reuse objectives. As part of the service, Woodard & Curran will review multiple Local, State and Federal Funding programs to recommend applicable options to support identified capital improvements. The report will describe potential financing and funding availability and necessary tasks to successfully secure alternative financing. The summary will include milestone events, timelines, funding scenario spreadsheets and administration requirements.

Task 1b: Alternative Water Supply Application Services

Woodard & Curran will develop and submit a funding application for the Alternative Water Supply grant cycle closing June 30, 2024. These application services include the following, as necessary:

- Coordination between funding agencies and the City of Fernandina Beach during application, planning and public hearing process.
- Work closely with City staff to prepare and submit application documents.
- Draft and file application documents to electronic portal.
- Host required public meeting, if required.
- Prepare and submit advertisements, if required.
- Draft resolution for adoption by Council, if required.
- Attend agency meetings and public hearings for the project.
- Coordinate and review funding agreements.
- Review existing user charge system; pledge revenues.
- Prepare and review finance schedules.
- Provide updates, staff coordination, and monitoring during the application process.

Task 2: Water Quality Implementation Application Services

Woodard & Curran will develop and submit a funding application for the Water Quality Implementation grant cycle closing June 30, 2024. These application services include the following, as necessary:

- Coordination between funding agencies and the City of Fernandina Beach during application, planning and public hearing process.
- Work closely with City staff to prepare and submit application documents.
- Draft and file application documents to electronic portal.
- Host required public meeting, if required.
- Prepare and submit advertisements, if required.
- Draft resolution for adoption by Council, if required.
- Attend agency meetings and public hearings for the project.
- Coordinate and review funding agreements.



- Review existing user charge system; pledge revenues.
- Prepare and review finance schedules.

Provide updates, staff coordination, and monitoring during the application process.

SCHEDULE

The Financial Initiative Plan in Task 1 will be completed within 90 days of execution of this task order. Application services in Task 2 will be completed to align with the Florida Department of Environmental Protection grant portal closing date of June 30, 2024.

BUDGET

The not to exceed budget for this scope of services is **\$27,000** in accordance with the following table. Compensation for Scope of Services described herein will be based upon a time and materials budget that shall not to be exceeded without prior written authorization. The project will be invoiced monthly based on the time and materials associated with Woodard & Curran's standard 2024 billing rates.

Task 1 & 1b	\$21,000.00
Task 2	\$6,000.00

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Contract for Continuing Civil Engineering Services - Utilities Capital Project Delivery between Woodard & Curran, Inc. and City of Mascotte dated January 5, 2021, and subsequently adopted by the City of Fernandina Beach. This task order shall serve as a Continuing Service Authorization Form under that Agreement.

CLOSING

We greatly appreciate this opportunity to offer our environmental services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at 407-580-1707 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "Scott C. Shannon".

Scott C. Shannon, PE
Senior Principal



**Woodard
& Curran**

WOODARD & CURRAN, INC.

Signature

Signature

Date

Name (printed)

Title

CITY ATTORNEY

202164er

1
2 An act relating to reclaimed water; amending s.
3 403.064, F.S.; requiring certain domestic wastewater
4 utilities to submit to the Department of Environmental
5 Protection by a specified date a plan for eliminating
6 nonbeneficial surface water discharge within a
7 specified timeframe; providing requirements for the
8 plan; requiring the department to approve plans that
9 meet certain requirements; requiring the department to
10 make a determination regarding a plan within a
11 specified timeframe; requiring the utilities to
12 implement approved plans by specified dates; providing
13 for administrative and civil penalties; requiring
14 certain utilities to submit updated annual plans until
15 certain conditions are met; requiring domestic
16 wastewater utilities applying for permits for new or
17 expanded surface water discharges to prepare a
18 specified plan for eliminating nonbeneficial
19 discharges as part of its permit application;
20 requiring the department to submit an annual report to
21 the Legislature by a specified date; providing
22 applicability; providing construction; authorizing the
23 department to convene and lead one or more technical
24 advisory groups; providing that potable reuse is an
25 alternative water supply and that projects relating to
26 such reuse are eligible for alternative water supply
27 funding; requiring the department and the water
28 management districts to develop and execute, by a
29 specified date, a memorandum of agreement for the

202164er

30 coordinated review of specified permits; providing
31 that potable reuse projects are eligible for certain
32 expedited permitting and priority funding; providing
33 construction; creating s. 403.892, F.S.; providing
34 definitions; requiring counties, municipalities, and
35 special districts to authorize graywater technologies
36 under certain circumstances and to provide certain
37 incentives for the implementation of such
38 technologies; providing requirements for the use of
39 graywater technologies; providing that the
40 installation of residential graywater systems meets
41 certain public utility water conservation measure
42 requirements; providing for the applicability of
43 specified reclaimed water aquifer storage and recovery
44 well requirements; providing a declaration of
45 important state interest; providing an effective date.

46
47 Be It Enacted by the Legislature of the State of Florida:

48
49 Section 1. Subsection (17) of section 403.064, Florida
50 Statutes, is renumbered as subsection (18) and amended, and a
51 new subsection (17) is added to that section, to read:

52 403.064 Reuse of reclaimed water.—

53 (17) By November 1, 2021, domestic wastewater utilities
54 that dispose of effluent, reclaimed water, or reuse water by
55 surface water discharge shall submit to the department for
56 review and approval a plan for eliminating nonbeneficial surface
57 water discharge by January 1, 2032, subject to the requirements
58 of this section. The plan must include the average gallons per

202164er

59 day of effluent, reclaimed water, or reuse water that will no
60 longer be discharged into surface waters and the date of such
61 elimination, the average gallons per day of surface water
62 discharge which will continue in accordance with the
63 alternatives provided for in subparagraphs (a)2. and 3., and the
64 level of treatment that the effluent, reclaimed water, or reuse
65 water will receive before being discharged into a surface water
66 by each alternative.

67 (a) The department shall approve a plan that includes all
68 of the information required under this subsection as meeting the
69 requirements of this section if one or more of the following
70 conditions are met:

71 1. The plan will result in eliminating the surface water
72 discharge.

73 2. The plan will result in meeting the requirements of s.
74 403.086(10).

75 3. The plan does not provide for a complete elimination of
76 the surface water discharge but does provide an affirmative
77 demonstration that any of the following conditions apply to the
78 remaining discharge:

79 a. The discharge is associated with an indirect potable
80 reuse project;

81 b. The discharge is a wet weather discharge that occurs in
82 accordance with an applicable department permit;

83 c. The discharge is into a stormwater management system and
84 is subsequently withdrawn by a user for irrigation purposes;

85 d. The utility operates domestic wastewater treatment
86 facilities with reuse systems that reuse a minimum of 90 percent
87 of a facility's annual average flow, as determined by the

202164er

department using monitoring data for the prior 5 consecutive years, for reuse purposes authorized by the department; or

e. The discharge provides direct ecological or public water supply benefits, such as rehydrating wetlands or implementing the requirements of minimum flows and minimum water levels or recovery or prevention strategies for a waterbody.

The plan may include conceptual projects under sub-subparagraphs 3.a. and 3.e.; however, such inclusion does not extend the time within which the plan must be implemented.

(b) The department shall approve or deny a plan within 9 months after receiving the plan. A utility may modify the plan by submitting such modification to the department; however, the plan may not be modified such that the requirements of this subsection are not met, and the department may not extend the time within which a plan will be implemented. The approval of the plan or a modification by the department does not constitute final agency action.

(c) A utility shall fully implement the approved plan by January 1, 2032.

(d) If a plan is not timely submitted by a utility or approved by the department, the utility's domestic wastewater treatment facilities may not dispose of effluent, reclaimed water, or reuse water by surface water discharge after January 1, 2028. A violation of this paragraph is subject to administrative and civil penalties pursuant to ss. 403.121, 403.131, and 403.141.

(e) A domestic wastewater utility applying for a permit for a new or expanded surface water discharge shall prepare a plan

202164er

117 in accordance with this subsection as part of that permit
118 application. The department may not approve a permit for a new
119 or expanded surface water discharge unless the plan meets one or
120 more of the conditions provided in paragraph (a).

121 (f) By December 31, 2021, and annually thereafter, the
122 department shall submit a report to the President of the Senate
123 and the Speaker of the House of Representatives which provides
124 the average gallons per day of effluent, reclaimed water, or
125 reuse water that will no longer be discharged into surface
126 waters by the utility and the dates of such elimination; the
127 average gallons per day of surface water discharges that will
128 continue in accordance with the alternatives provided in
129 subparagraphs (a)2. and 3., and the level of treatment that the
130 effluent, reclaimed water, or reuse water will receive before
131 being discharged into a surface water by each alternative and
132 utility; and any modified or new plans submitted by a utility
133 since the last report.

134 (g) This subsection does not apply to any of the following:

135 1. A domestic wastewater treatment facility that is located
136 in a fiscally constrained county as described in s. 218.67(1).

137 2. A domestic wastewater treatment facility that is located
138 in a municipality that is entirely within a rural area of
139 opportunity as designated pursuant to s. 288.0656.

140 3. A domestic wastewater treatment facility that is located
141 in a municipality that has less than \$10 million in total
142 revenue, as determined by the municipality's most recent annual
143 financial report submitted to the Department of Financial
144 Services in accordance with s. 218.32.

145 4. A domestic wastewater treatment facility that is

202164er

operated by an operator of a mobile home park as defined in s.
723.003 and has a permitted capacity of less than 300,000
gallons per day.

(h) This subsection does not prohibit the inclusion of a
plan for backup discharges under s. 403.086(8)(a).

(i) This subsection may not be deemed to exempt a utility
from requirements that prohibit the causing of or contributing
to violations of water quality standards in surface waters,
including groundwater discharges that affect water quality in
surface waters.

~~(18)(a)(17)~~ By December 31, 2020, the department shall
initiate rule revisions based on the recommendations of the
Potable Reuse Commission's 2020 report "Advancing Potable Reuse
in Florida: Framework for the Implementation of Potable Reuse in
Florida." Rules for potable reuse projects must address
contaminants of emerging concern and meet or exceed federal and
state drinking water quality standards and other applicable
water quality standards. Reclaimed water is deemed a water
source for public water supply systems.

(b) The Legislature recognizes that sufficient water supply
is imperative to the future of the state and that potable reuse
is a source of water which may assist in meeting future demand
for water supply.

(c) The department may convene and lead one or more
technical advisory groups to coordinate the rulemaking and
review of rules for potable reuse as required under this
section. The technical advisory group, which shall assist in the
development of such rules, must be composed of knowledgeable
representatives of a broad group of interested stakeholders,

202164er

including, but not limited to, representatives from the water management districts, the wastewater utility industry, the water utility industry, the environmental community, the business community, the public health community, the agricultural community, and the consumers.

(d) Potable reuse is an alternative water supply as defined in s. 373.019, and potable reuse projects are eligible for alternative water supply funding. The use of potable reuse water may not be excluded from regional water supply planning under s. 373.709.

(e) The department and the water management districts shall develop and execute, by December 31, 2023, a memorandum of agreement providing for the procedural requirements of a coordinated review of all permits associated with the construction and operation of an indirect potable reuse project. The memorandum of agreement must provide that the coordinated review will occur only if requested by a permittee. The purpose of the coordinated review is to share information, avoid the redundancy of information requested from the permittee, and ensure consistency in the permit for the protection of the public health and the environment.

(f) To encourage investment in the development of potable reuse projects by private entities, a potable reuse project developed as a qualifying project under s. 255.065 is:

1. Beginning January 1, 2026, eligible for expedited permitting under s. 403.973.

2. Consistent with s. 373.707, eligible for priority funding in the same manner as other alternative water supply projects from the Drinking Water State Revolving Fund, under the

202164er

Water Protection and Sustainability Program, and for water
management district cooperative funding.

(g) This subsection is not intended and may not be
construed to supersede s. 373.250(3).

Section 2. Section 403.892, Florida Statutes, is created to
read:

403.892 Incentives for the use of graywater technologies.—

(1) As used in this section, the term:

(a) "Developer" has the same meaning as in s. 380.031(2).

(b) "Graywater" has the same meaning as in s.
381.0065(2) (e) .

(2) To promote the beneficial reuse of water in the state,
a county, municipality, or special district shall:

(a) Authorize the use of residential graywater technologies
in their respective jurisdictions which meet the requirements of
this section, the Florida Building Code, and applicable
requirements of the Department of Health and for which a
developer or homebuilder has received all applicable regulatory
permits or authorizations.

(b) Provide a 25 percent density or intensity bonus to a
developer or homebuilder if at least 75 percent of a proposed or
existing development will have a graywater system installed or a
35 percent bonus if 100 percent of a proposed or an existing
development will have a graywater system installed. The bonus
under this paragraph is in addition to any bonus provided by a
county, municipality, or special district ordinance in effect on
July 1, 2021.

(3) To qualify for the incentives under subsection (2), the
developer or homebuilder must certify to the applicable

202164er

governmental entity as part of its application for development approval or amendment of a development order that all of the following conditions are met:

(a) The proposed or existing development has at least 25 single-family residential homes that are either detached or multifamily dwellings. This paragraph does not apply to multifamily projects over five stories in height.

(b) Each single-family residential home or residence will have its own residential graywater system that is dedicated for its use.

(c) The developer or homebuilder has submitted a manufacturer's warranty or data providing reasonable assurance that the residential graywater system will function as designed and includes an estimate of anticipated potable water savings for each system. A submission of the manufacturer's warranty or data from a building code official, governmental entity, or research institute that has monitored or measured the residential graywater system that is proposed to be installed for such development shall be accepted as reasonable assurance and no further information or assurance is needed.

(d) The required maintenance of the graywater system will be the responsibility of the residential homeowner.

(e) An operation and maintenance manual for the graywater system will be supplied to the initial homeowner of each home. The manual shall provide a method of contacting the installer or manufacturer and shall include directions to the residential homeowner that the manual shall remain with the residence throughout the life cycle of the system.

(4) If the requirements of subsection (3) have been met,

202164er

the county or municipality must include the incentives provided for in subsection (2) when it approves the development or amendment of a development order. The approval must also provide for the process that the developer or homebuilder will follow to verify that such systems have been purchased. Proof of purchase must be provided within 180 days after the issuance of a certificate of occupancy for single-family residential homes that are either detached or multifamily projects under five stories in height.

(5) The installation of residential graywater systems in a county or municipality in accordance with this section shall qualify as a water conservation measure in a public water utility's water conservation plan under s. 373.227. The efficiency of such measures shall be commensurate with the amount of potable water savings estimated for each system provided by the developer or homebuilder under paragraph (3)(c).

Section 3. To further promote the reuse of reclaimed water for irrigation purposes, the rules that apply when reclaimed water is injected into a receiving groundwater that has 1,000 to 3,000 mg/L total dissolved solids are applicable to reclaimed water aquifer storage and recovery wells injecting into a receiving groundwater of less than 1,000 mg/L total dissolved solids if the applicant demonstrates that it is injecting into a confined aquifer, that there are no potable water supply wells within 3,500 feet of the aquifer storage and recovery wells, that it has implemented institutional controls to prevent the future construction of potable water supply wells within 3,500 feet of the aquifer storage and recovery wells, and that the recovered water is being used for irrigation purposes. The

202164er

injection of reclaimed water that meets the requirements of this
section is not potable reuse. This section may not be construed
to exempt the reclaimed water aquifer storage and recovery wells
from requirements that prohibit the causing of or contribution
to violations of water quality standards in surface waters,
including groundwater discharges that flow by interflow and
affect water quality in surface waters.

Section 4. The Legislature determines and declares that
this act fulfills an important state interest.

Section 5. This act shall take effect upon becoming a law.

Cover Sheet for Plan Submittal

Facility Name Fernandina Beach WWTF

Facility ID FL0027260

Contact Person Name, Title, Phone, Email Andre Desilet, P.E., Utility Director

(904)310-3431

adesilet@fbfl.org

If the requirement for a plan does not apply to the facility, please mark which exemption applies (attach documentation demonstrating that the facility meets the exemption)

Check One	Exemption
	Facility is in a fiscally constrained county as described in section 218.67(1), F.S.
	Facility is in a municipality that is entirely with a rural area of opportunity as designated pursuant to section 288.0656, F.S.
	Facility is in a municipality that has less than \$10 million in total revenue, as determined by the municipality's most recent annual financial report submitted to the Department of Financial Services in accordance with section 218.32, F.S.
	Facility is operated by an operator of a mobile home park as defined in section 723.003, F.S., and has a permitted capacity of less than 300,000 gallons per day.

Indicate which plan(s) category under which the facility will comply

Check One	Plan Category
	The plan eliminates the discharge.
	The plan meets section 403.086(10), F.S.
	The plan does not eliminate the discharge – The discharge is associated with an indirect potable reuse project;
	The plan does not eliminate the discharge – The discharge is a wet weather discharge that occurs in accordance with an applicable department permit;
	The plan does not eliminate the discharge – The discharge is into a stormwater management system and is subsequently withdrawn by a user for irrigation purposes;
X	The plan does not eliminate the discharge – The utility operates the domestic wastewater treatment facilities with reuse systems that reuse a minimum of 90 percent of a facility's annual average flow, as determined by the department using monitoring data for the prior 5 consecutive years, for reuse purposes authorized by the department; or
	The plan does not eliminate the discharge – The discharge provides direct ecological or public water supply benefits, such as rehydrating wetlands or implementing the requirements of minimum flows and minimum water levels or recovery or prevention strategies for a waterbody.

Please enter the information on discharges eliminated

Discharge Type (effluent, reclaimed water, or reuse water)	Average Gallons Per Day	Date the discharge will be eliminated
Effluent	1.585 MGD	January 1, 2032

Please enter information on any continuing discharges to surface waters after January 1, 2032.

Discharge Allowance Category	Discharge Type (effluent, reclaimed water, or reuse water)	Average Gallons Per Day	Treatment Level Provided (e.g. BOD limit = 5mg/L, TSS = 5 mg/L, TN = 3mg/L, TP = 1mg/L and high-level disinfection)
Meets section 403.086(10), F.S.			
Associated with an indirect potable reuse project.			
Wet weather discharge in accordance with an applicable department permit.			
Discharge into a stormwater management system that is subsequently withdrawn by a user for irrigation purposes.			
Reuse system reuses a minimum of 90 percent of a facility's annual average flow.	Reclaimed	0.1322 MGD	20 mg/L CBOD5, 20 mg/L TSS 67,549 lb/yr TN, 30,365 lb/yr TP and HLD
Discharge provides direct ecological or public water supply benefits.			

Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Signatory Representative
Name *and Official Title* (type or
print) [Rule 62-620.305, F.A.C.]

Andre Desilet, P.E., Utility Director



7/27/2022

Authorized Signatory Representative Signature

Date Signed

From: [Scott Shannon](#)
To: [Andre Desilet](#); [Toni Brown](#)
Cc: [Victoria Guadagnino](#); [Peter Simmons](#); [Ryan Watson](#)
Subject: RE: Fernandina Beach Piggy Back Contract
Date: Friday, May 17, 2024 8:35:20 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Some people who received this message don't often get email from sshannon@woodardcurran.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Tony and Andre –

This email serves as written confirmation of Woodard & Curran's approval to piggyback our current contract with the City of Mascotte for Utilities Capital Project Delivery, as provided by Ryan Watson in the email below. Please let me know if you require any additional information from us. We look forward to the opportunity to work with you and the City.

Thanks,
Scott

Scott C. Shannon, PE

Vice President/Senior Principal



📞 [407.580.1707](tel:407.580.1707) 🌐 woodardcurran.com

✉️ sshannon@woodardcurran.com

📍 [1511 N Westshore Blvd Ste 420, Tampa FL 33607](#)



From: Ryan Watson <Ryan.Watson@woodardcurran.com>

Sent: Thursday, May 16, 2024 12:03 PM

To: Andre Desilet <adesilet@fbfl.org>; albrown@fbfl.org; Scott Shannon <sshannon@woodardcurran.com>

Cc: vguadagnino@fbfl.org; Peter Simmons <PSimmons@woodardcurran.com>

Subject: Re: Fernandina Beach Piggy Back Contract

Scott - I spoke with Tony Brown from the City of Fernandina Beach this morning, and they will need written approval from us stating we approve them piggybacking the attached contract we have with the City of Mascotte.

Tony - Please let me know if there is anything I am missing language wise that you need included in our approval statement.

Ryan Watson

Sr. Client Manager



☐ 800.426.4262 ☐ 904.540.5710 ☐ woodardcurran.com



From: Ryan Watson

Sent: Friday, May 3, 2024 10:12 AM

To: Andre Desilet <adesilet@fbfl.org>

Cc: vguadagnino@fbfl.org <vguadagnino@fbfl.org>; Peter Simmons
<PSimmons@woodardcurran.com>

Subject: Fernandina Beach Piggy Back Contract

Hi Andre,

Thanks again for your time today!

Attached is a piggyback option and supporting documentation that would cover the Financial aspects and consulting.

I will have our team work on the proposals for the Financial Initiative Plan and the Asset Management Plan next week.

If you could send over the supporting information for the Asset Plan we discussed earlier today and I will forward over to our proposal team.

Ryan Watson
Sr. Client Manager



☐ 800.426.4262 ☐ 904.540.5710 ☐ woodardcurran.com



**CONTRACT FOR CONTINUING CIVIL ENGINEERING SERVICES
FOR THE CITY OF MASCOTTE, FLORIDA
UTILITIES CAPITAL PROJECT DELIVERY**

THIS AGREEMENT is made and entered into this 5th day of January 2021, between the CITY OF MASCOTTE, a Florida municipal corporation hereinafter referred to as the "CITY", and WOODARD & CURRAN, INC., hereinafter referred to as the "CONSULTANT".

WITNESSETH:

Whereas, the CITY desires to obtain the civil engineering services of said CONSULTANT to provide and perform continuing professional services as further described hereinafter within the parameters and limitations of Florida Statutes 287.055(2) (g); and,

Whereas, the CONSULTANT hereby certifies that the CONSULTANT has been granted and possesses all necessary, valid, current licenses to do business in the State of Florida and in Lake County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement; and,

Whereas, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all services in accordance with the provisions, conditions and terms hereinafter set forth; and,

Whereas, the City intends to study, design, and construct various projects to address the immediate needs, short-term needs, and long-term needs for capital projects for the City's drinking water, wastewater, reclaimed water, and stormwater assets and systems, consideration of future operations and maintenance considerations, as well as other projects and associated proposals presented to the Mascotte City Council; and,

Whereas, the performance of such services will be pursuant to an assignment of projects by a written "Continuing Service Authorization Form"; and,

Whereas, the CONSULTANT's services and expertise are necessary to implement CITY's contemplated projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1.00 - GENERAL DESCRIPTION OF SERVICES

The services shall include, but are not necessarily limited to, advice and consultation; technical investigations and analyses; environmental analyses; real estate advisory; planning; design; construction consultation, observation and management services and other services in the areas of civil engineering, stormwater management, water and sewer utility design, structural, landscape,

construction inspection, and other areas as necessary to implement the CITY's contemplated projects. Specific duties to be performed may include:

- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight and Inspection (either full-time or part-time as necessary); As built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions.
- Identification, Development, and Preparation of local, state, and federal grant applications to fund capital projects.
- Implementation of work funded under grant and loan programs, and administration of work to comply with the terms of grant and loan agreements, including those originating with, but not limited to: U.S. Environmental Protection Agency (EPA), U.S. Economic Development Administration (EDA), Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Florida Department of Economic Opportunity (FDEO), and Florida Department of Environmental Protection (FDEP).

1.01 *AGREEMENT SUBJECT TO LIMITATIONS OF SECTION 287.055(2) (g), FLA.*

STATUTES – Professional services of CONSULTANT are limited to projects in which construction costs do not exceed the statutory threshold as set forth by *Section 287.055(2)(g)*, Florida Statutes and/or the professional service fee does not exceed the threshold for an individual study activity as set forth by *Section 287.055(2)(g)*, Florida Statutes.

1.02 *OTHER WORK* - Professional services also includes work of a specified nature as outlined in this Agreement, as allowed by *Section 287.055(2)(g)*, Florida Statutes, and projects regarding utilities project capital delivery within the City of Mascotte.

1.03 *CITY RESERVES RIGHT TO RETAIN OTHER CONSULTANTS FOR SPECIFIC PROJECTS* - The CITY reserves the right to obtain professional services of another CONSULTANT through a similar Continuing Services Contract, by an appropriate bidding or RFP process for any CIP or other project of the CITY.

ARTICLE 2.00 - TERM OF CONTRACT

The basic Contract period shall be from the date this Contract is executed until September 30, 2026. The CITY, at its sole option, after the basic Contract period, may extend the Contract for additional one (1) year periods, for a maximum of five (5) years, or may elect to re-advertise at the end of each Fiscal Year.

ARTICLE 3.00 – DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended usage, application, and interpretation of terms pertaining to this Agreement.

- 3.01** *"CONSULTANT"* means the individual or firm offering professional services, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and sub-contractors, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.
- 3.02** *"CONTINUING SERVICE AUTHORIZATION FORM"* shall be a written document, including but not limited to a Purchase Order, setting forth guidelines and criteria, along with the time and schedule of performance and compensation, for specific PROJECT(s) to be performed by the CONSULTANT under the terms of this Agreement.
- 3.03** *"CONTRACT MANAGER"* means the City Manager or his/her designee. The CONTRACT MANAGER, within the authority conferred by the CITY, acting as the CITY's designated representative, shall issue written notification to the CONSULTANT of any and all changes, when duly approved pursuant to this Agreement, in the CONSULTANT'S: (1) Compensation; (2) time and/or schedule of service delivery; (3) scope of services; and, (4) any other Amendment(s) or change(s) pertaining to this Agreement. The CONTRACT MANAGER shall be responsible for acting on the CITY's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, or any Amendment(s), Assignment(s), or Continuing Service Authorization Form(s) issued thereunder.
- 3.04** *"PARTIES"* means the signatories to this Agreement.
- 3.05** *"PROFESSIONAL SERVICES"* means all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees and any and all sub-consultants and sub-contractors the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.
- 3.06** *"SUB-CONSULTANT"* means any individual or firm offering professional services which is engaged by the CONSULTANT or SUB-CONSULTANT to assist the CONSULTANT or SUB-CONSULTANT in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and performed under this Agreement. The SUB-CONSULTANT(s) engaged by the CONSULTANT shall be approved by the City prior to the commencement of any authorized work order.
- 3.07** *"LUMP SUM METHOD OF COMPENSATION"* - Lump sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll

costs, overhead costs, other direct costs, fees, sub-consultants and specialist costs, as presented in EXHIBIT A, B and C, for the services to be provided in the Purchase Order unless there is a change in the scope of the work, or other conditions stipulated in any Amendment, and the Purchase Order is modified by such Amendment.

- 3.08 "BILLING RATE METHOD OF COMPENSATION"** - Compensation for services performed under the Billing Rate method shall be based on the CONSULTANT's actual hours by employee category times the rate for the category, plus actual Sub-consultant Costs and actual Other Direct Costs. EXHIBIT A attached hereto, represents the hourly rate of the CONSULTANT for professional services performed under this Contract. EXHIBIT B attached hereto, represents the rates and costs for sub-consultant(s) and specialist(s).
- 3.09 "TASK AUTHORIZATION"** - Continuing Service Authorization Form (used interchangeably).
- 3.10 "OTHER DIRECT COST"** - Other Direct Costs include actual costs to the CONSULTANT(s) of project-related expenses that are required to complete the Continuing Service Authorization Form. EXHIBIT C represents the "other direct costs" table.

ARTICLE 4.00 - SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services required and necessary with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality, as set forth in each project assignment by a Continuing Service Authorization Form.

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Continuing Service Authorization Form. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services as set forth in the Continuing Service Authorization Form.

The CONSULTANT agrees to perform specialized professional services for the CITY. It is agreed without limiting the generality of the foregoing that the CONSULTANT shall:

- 1) Provide all certifications, surveys, calculations, drawings, and other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project.
- 2) Prepare a Design Schedule showing the proposed dates of completion of various design phases and scheduled completion of construction drawings and the technical specification manuals; submit the Design Schedule for Contract Manager's review and approval;
- 3) Verify and evaluate technical proposals furnished by any required construction contractor or a construction management firm, if requested by the CITY, and provided such

amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications. Cooperate with and facilitate the performance of duties of a Construction Manager if so required by the CITY, and as detailed in the pertinent Continuing Service Authorization Form;

- 4) Furnish consultation and advice as requested by the CITY during any required construction and perform Construction Administration Services as required unless otherwise stipulated in a specific Continuing Service Authorization Form;
- 5) Furnish all other services including without limitation those specified hereinafter in this Agreement and those required for the completion of specific projects.

ARTICLE 5.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all of the services authorized pursuant to this Agreement shall include, but not be limited to, the following:

- 5.01 RESPONSIBILITY OF THE CONSULTANT**- The CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications and other work or materials furnished by the CONSULTANT under this Contract. Drawings, specifications, and estimates shall be delivered to the Contract Manager in such sequence and at such times as required by the CITY and as will insure that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved Design Schedule as provided in Article 4.00, Paragraph #2 above. After the Contract Manager has approved the various drawings and specifications noted herein, the CONSULTANT shall furnish such number of sets of prints and approved specifications as may be required by the Contract Manager.
- 5.02 LICENSES** - The CONSULTANT agrees to obtain and maintain, throughout the period that this Agreement is in effect, all such licenses as are required to do business in the State of Florida, in Lake County, and in the City of Mascotte, Florida, including, but not limited to, licenses required by any State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.
- 5.03 SITE VISITS/SPECIAL PERMITS** - The CONSULTANT shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain all permits and authorizations (except the construction permits) and all other data upon which to develop the design and preliminary sketches showing the contemplated project. Permit Schedule indicating the dates on which permit applications will be submitted and the expected permit / authorization issuance dates.

Unless otherwise specified in writing by the CITY in the Continuing Service Authorization

Form, the CONSULTANT will be responsible for preparation, submittal and responses to agency review and comments regarding required permits with respect to the CONSULTANT's design, drawings, and specifications required by any governmental body having authority over a PROJECT. Any fees required for such reviews, approvals or permits will be covered by a check issued by the CITY and made payable to the respective governmental body upon the CONSULTANT agency furnishing the CITY satisfactory documentation of such fees. The CONSULTANT will be responsible for advising the CITY when renewals and/or extensions are due and for preparation, submittal and responses to agency reviews and comments regarding renewals or extensions of reviews, approvals or permits that may be required while each supplement is in effect.

The CITY shall, at the CONSULTANT's request, assist in obtaining required signatures and provide the CONSULTANT with all information known to be available to the CITY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

5.04 *SCHEMATIC DESIGN PHASE –*

- 5.04.1** The CONSULTANT shall review the program furnished by the CITY to ascertain the requirements of the PROJECT and shall arrive at a mutual understanding of such requirements with the CITY.
- 5.04.2** The CONSULTANT shall provide a preliminary evaluation of the CITY's program, schedule and construction budget requirements, each in terms of the other, subject to the following limitation: The CONSULTANT's evaluation of the Owner's Project budget represents the CONSULTANT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY's PROJECT budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the CONSULTANT. Regardless of limitations, CITY reserves the right to terminate this Agreement if CONSULTANT's cost estimates or evaluation of budget for any PROJECT is deemed to be unacceptable for that PROJECT.
- 5.04.3** The CONSULTANT shall review with the CITY alternative approaches to design and construction of the PROJECT.
- 5.04.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the CONSULTANT shall prepare, for approval by the CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components.
- 5.04.5** The CONSULTANT shall submit to the CITY a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

5.04.6 The CONSULTANT shall change the Schematic Design Documents to the extent necessary to meet the requirements of the CITY, and after approval by the Contract Manager, the CONSULTANT shall furnish to the CITY all necessary prints of the approved Schematic Design Documents together with the revised construction Cost Estimate.

5.05 *DESIGN DEVELOPMENT PHASE*

5.05.1 Based on the approved Schematic Design Documents and any adjustments authorized by the CITY in the program, schedule or construction budget, the CONSULTANT shall prepare, for approval by the CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

5.05.2 The CONSULTANT shall advise the CITY of any adjustments to the preliminary estimate of Construction Cost. If costs are projected to exceed preliminary budget, then CONSULTANT shall provide CITY with detailed description of changes influencing cost increase over budget and options for reducing costs to within the preliminary budget.

5.05.3 The CONSULTANT shall change the Design Development Documents to the extent necessary to meet the = requirements of the CITY, and after approval by the Contract Manager, the CONSULTANT shall furnish to the CITY all necessary prints of the approved Design Development Documents together with the revised construction Cost Estimate.

5.06 *CONSTRUCTION DOCUMENTS PHASE*

5.06.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget authorized by the CITY, the CONSULTANT shall prepare, for approval by the CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT.

5.06.2 The CONSULTANT shall assist the CITY in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the CITY and Contractor.

5.06.3 The CONSULTANT shall advise the CITY of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

5.06.4 The CONSULTANT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT and the required drawings and specifications provided in

this phase shall satisfy all requirements of permitting and regulatory agencies having jurisdiction.

5.06.5 The CONSULTANT shall change the Construction Documents to the extent necessary to meet the requirements of the CITY and permitting and regulatory agencies having jurisdiction, and after approval by the Contract Manager, the CONSULTANT shall furnish to the CITY all necessary prints of the approved Construction Documents together with the revised construction Cost Estimate.

5.07 ORIGINAL DRAWINGS / FINAL PLANS - Upon approval of final plans, the CONSULTANT shall deliver to the CITY one set of original drawings, in such medium and on such materials, as may be required by the Contract Manager, suitable for reproduction, showing complete approved construction requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the CITY, the CONSULTANT shall deliver to the CITY one set of originals in a form acceptable to the CITY. Such originals, as are delivered, shall become and remain the property of the CITY.

5.07.5 REVISION OF DRAWINGS AND SPECIFICATIONS - The CONSULTANT shall, without additional fee, correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Manager finds that such revision is necessary to correct errors or deficiencies for which the CONSULTANT is responsible.

5.08 BIDDING OR NEGOTIATION PHASE - The CONSULTANT, following the CITY's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. The CONSULTANT shall perform all necessary civil engineering services of every kind required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors or documents to be used in connection with the services of a Construction Manager if so required by Contract Manager. Upon award of construction Contract(s), the CONSULTANT shall furnish, upon request and without additional compensation, such amplifications and explanations and attend such conferences as may, in the opinion of the Contract Manager, be necessary to clarify the intent of the drawings and specifications and shall afford the benefit of its advice on questions that may arise in connection with the construction of the project.

5.08 CONSTRUCTION PHASE

5.08.1 The CONSULTANT's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the CITY of the final Certificate of Payment or sixty (60) days after the date of Substantial Completion of the Work.

- 5.08.2** The CONSULTANT shall provide administration of the Contract for Construction as set forth below.
- 5.08.3** Duties, responsibilities and limitations of authority of the CONSULTANT under this section shall not be restricted, modified or extended without written consent by the CITY and CONSULTANT, which consent will not be unreasonably withheld.
- 5.08.4** Following the award of Contract(s) for the construction of the project, the CONSULTANT shall: (a) Provide general surveillance during construction which shall include sufficient visits to the site of the project to observe the progress and quality of the work, and to determine if the work is proceeding in accordance with the Contract documents. On the basis of the CONSULTANT's observations during such periodic visits, the CONSULTANT shall keep the CITY informed of the progress and quality of the work, guard the CITY against defects and deficiencies in the work of the contractors, and all subcontractors and recommend disapproval of work that does not, in the CONSULTANT's opinion, conform to the Contract documents. In no respect, however, shall the CONSULTANT be responsible for the performance of the contractor(s) of the construction Contract(s). (b) The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the Contract documents, and for compliance with the information given by the Contract documents. They shall prepare any necessary change orders and assemble written guarantees required of the contractors. (c) Based on the observations and surveillance, as set forth above and on evaluation of the contractors' progress payment requests, the CONSULTANT shall determine the amount owed to the contractor(s) and shall transmit the contractor's payment requests to the CITY with recommendation for payment in accordance with the terms and conditions of the Contract documents. The CONSULTANT shall conduct visits to the project as necessary to determine the dates of Substantial and Final Completion and shall issue to the CITY a Final Certificate of Payment. Such certificate for payment shall constitute a representation of the CONSULTANT to the CITY that the quantity of the work has been performed in accordance with the Contract documents. The CONSULTANT shall obtain from the contractor(s) a periodic waiver of liens and "no lien affidavits" with each payment request. The CONSULTANT shall obtain from the contractor(s) final waivers of lien and final "no lien affidavits" prior to certification of Final Payment. (d) Nothing contained in any part of this Contract is intended or shall be construed to govern or modify any of the terms or conditions of the construction Contract documents or the rights and obligations between the CITY and its contractor or contractors, and any legal relationships between the CITY and contractor(s) are exclusively framed by the terms and conditions of the Contract for construction between the CITY and the contractor(s).
- 5.08.5** The CONSULTANT shall be a representative of and shall advise and consult with the CITY during the administration of the Contract for Construction. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in the Continuing Service Authorization Form.
- 5.08.6** The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

5.08.7 CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

5.08.8 Except as otherwise provided in this Contract or when direct communications have been specially authorized, the CITY shall endeavor to communicate with the Contractor through the CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with the CONSULTANT's subconsultants shall be through the CONSULTANT.

5.09 *CERTIFICATES FOR PAYMENT*

5.09.1 CONSULTANT shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

5.09.2 CONSULTANT's certification for payment shall constitute a representation to the CITY, based on the CONSULTANT's evaluation of the Work as provided herein and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

5.09.3 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

5.10 *ADDITIONAL REQUIRED SERVICES* - The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during term of this Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such additional services shall be authorized in writing as Continuing Service Authorization Forms or amendment(s) thereto.

5.11 PERSONNEL

- (1) **Qualified Personnel** - The CONSULTANT agrees that when the services, to be provided and performed hereunder relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, it will employ and/or retain only qualified personnel to be in responsible charge of all such services to be provided pursuant to this Agreement.
- (2) **CONSULTANT's Project Manager** - The CONSULTANT agrees to employ and designate, in writing, a qualified, licensed professional to serve as the CONSULTANT's Project Manager. The CONSULTANT's Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and any Amendment(s) or change thereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement and its Amendment(s) unless substituted arrangements have been expressly agreed to by the CITY in writing.

The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services provided and performed by the CONSULTANT throughout the entire period that this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT's Project Manager shall be subject to the prior approval and acceptance of the CITY.

- (3) **Removal of Personnel** - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager, or any other personnel employed or retained by the CONSULTANT, or personnel of the subconsultant(s) or sub-contractor(s) engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the CITY shall request in writing be removed, which request may be made by the CITY with or without cause. All sub-consultants shall be subject to prior written approval by the CITY.

5.12 TIMELY ACCOMPLISHMENT OF SERVICES - The timely and expeditious accomplishment and completion by the CONSULTANT of all professional services provided pursuant to this Agreement, and any Amendments or changes thereto, is of the essence. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all professional services provided pursuant to this Agreement, or any Amendments or changes hereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner, subject to the force majeure conditions contained in Clause 13.03

5.13 NOTICE AND EXTENSION OF TERM - The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any

development that affects the scope or timing of the CONSULTANT's Services, or any defect in the work of the contractor(s). If the CONSULTANT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any Continuing Service Authorization Form, then, in the Contract Manager's sole discretion, and upon the submission to the Contract Manager of evidence of the causes of the delay, the CONSULTANT shall be granted an extension of its project schedule equal to the period the CONSULTANT was actually and necessarily delayed.

5.14 *STANDARDS OF PROFESSIONAL SERVICES* - The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Agreement, and any Amendments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinance, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by the CONSULTANT, and by any SUB-CONSULTANT(s) and/or sub-contractor(s) engaged by the CONSULTANT.

5.15 *NOT TO DIVULGE CERTAIN INFORMATION* - CONSULTANT agrees, during the term of this Agreement and forever thereafter, not to divulge, furnish or make available to any third person, firm, or organization, without CITY's prior written consent, or unless incident to the proper performance of CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any subconsultant(s) or sub-contractor(s) pursuant to this Agreement, and CONSULTANT shall require all of its employees, sub-consultants(s) and subcontractor(s) to comply with the provisions of this paragraph.

5.16 *EXPERT WITNESS* - The CONSULTANT shall serve as an expert witness for the CITY in any legal proceedings arising in connection with this Contract, if the CITY so requests. The expert witness fee for CONSULTANT shall be negotiated at the time the CONSULTANT is called for such a duty.

5.17 *RESPONSIBILITY FOR ESTIMATES OF CONSTRUCTION COSTS*

- (1) In the event the services required pursuant to the Agreement include the CONSULTANT preparing and submitting opinions of probable construction cost which are based on designs, plans, drawings, and specifications and bid documents prepared by the CONSULTANT, the CONSULTANT will develop an opinion of probable construction cost using professional care and judgment in accordance with the guidelines set forth by the American Associations of Civil Engineers (MCE). It is recognized that the final costs of the project will depend on competitive market conditions and other factors beyond the CONSULTANT's control. Thus, final costs will vary from any opinion of probable construction costs.

- (2) The CONSULTANT shall develop and prepare project designs, plans, drawings, specifications, and bid documents that will be the basis of the CONSULTANT preparing a project estimate. Such project estimate will not exceed by more than ten percent (10%) any budget estimate, or budgetary limitation(s) established by the CITY and provided by the CITY to the CONSULTANT and accepted by the CONSULTANT for its guidance during the planning and design development phase.
- (3) In the event the lowest, responsible and acceptable priced proposal or bid received by the CITY within six (6) months from the date of the CITY's acceptance of designs, plans, drawings, specifications and bid documents produced by the CONSULTANT exceeds the budget prepared by the CONSULTANT by ten percent (10%) but less than 25%, the CITY may: (1) give written approval to increase such, Construction Cost Estimate; (2) authorize negotiating or rebidding of the Project within a reasonable time; or, (3) cooperate in revising the Project's requirements and with sound professional practices. In the case of (3), the CONSULTANT shall modify the Drawings and Specifications as necessary to bring the construction cost within the construction Cost Estimate. In lieu of other compensation for Services in making such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit, shall be paid to the CONSULTANT on account of such Services only if such budget exceedance was as a result of CONSULTANT's failure to perform as indicated in 5.17(1).
- (4) If the lowest, responsive and acceptable priced proposal or bid exceeds the established Budget Estimate by 25% or more, the CITY may: (1) give written approval to increase the construction Cost Estimate; (2) authorize negotiations or rebidding of the Project within a reasonable time; or, (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the CONSULTANT shall modify the Drawings and Specifications as necessary to bring the Construction cost within the Construction Cost Estimate at no cost to the CITY only if such budget exceedance was as a result of CONSULTANT's failure to perform as indicated in 5.17(1).

ARTICLE 6.00 - OBLIGATIONS OF THE CITY

6.01 DESIGNATION OF CITY'S CONTRACT MANAGER / PROJECT COORDINATOR –

The CITY agrees in each Task Authorization to promptly advise the CONSULTANT, of the person designated to serve and act as the CITY'S CONTRACT MANAGER pursuant to the provisions of Article 3.02 of this Agreement.

6.02 AVAILABILITY OF CITY INFORMATION - Guidelines to the CONSULTANT regarding requirements the CITY has established or suggests relative to a PROJECT including, but not limited to such items as: goals, objectives, constraints, and any special

financial, budgeting, space, site, operational equipment, technical, construction, time and scheduling criteria shall be attached to any Task Authorization.

At the CONSULTANT's request, the CITY agrees to provide to the CONSULTANT, at no cost, all pertinent information known to be available to the CITY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but is not to be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easements; right-of-ways, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the CITY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

6.03 *AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES* - The CITY agrees that the CONTRACT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The CITY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

6.04 *ACCESS TO CITY PROPERTY* - The CITY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to CITY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with CITY operations, or the operations carried on by others under a lease, or other contractual arrangement with the CITY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not, be within the CONSULTANT's normal office and/or field workdays and/or work hours.

ARTICLE 7.00 - OWNERSHIP AND REUSE OF DOCUMENTS

7.01 All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement shall be the property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion of any PROJECT or termination of this Agreement, all of the above documents to the extent and in the form requested by the CITY in the Task Authorization shall be promptly delivered to and become the property of the CITY.

7.02 *REUSE OF DOCUMENTS* - The CITY shall have unlimited rights, for the benefit of the CITY, in all drawings, designs, specifications, notes, and other CONSULTANT's work

produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other CITY work without additional cost to the CITY. All documents including drawings and specifications prepared by CONSULTANT pursuant to this Contract are instruments of service with respect to each project. They are not intended or represented to be suitable for reuse by CITY or others for any other project.

Reuse for another project without written verifications or adaptation by CONSULTANT for the specific purpose intended will be at CITY's risk. Any such verification or adaptation, if requested by CITY, will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT. A set of plans and specifications and all as-built drawings shall be delivered to and become the property of the CITY upon completion of each project by the CONSULTANT in a form acceptable to the CITY.

ARTICLE 8.00 - MAINTENANCE OF RECORDS

The CONSULTANT shall maintain public records required by the CITY to perform the services.

Upon request from the CITY's custodian of public records, the CONSULTANT shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the CITY.

Upon completion of this contract, Contractor shall transfer, at no cost, to CITY all public records in possession of Contractor or keep and maintain public records required by CITY to perform the service. If the CONSULTANT transfers all public records to CITY upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF MASCOTTE
100 EAST MYERS BLVD.
MASCOTTE, FL 34753
MICHELLE.HAWKINS@CITY OF MASCOTTE.COM
(352) 429-3341**

ARTICLE 9.00 - COMPENSATION AND METHOD OF PAYMENT

9.01 BASIC SERVICES - The CITY shall pay the CONSULTANT for all requested and authorized professional services rendered by the CONSULTANT, completed in accordance with the requirements, provisions, and/or terms of this Agreement and applicable Task Authorization, and accepted by the CITY. Such payment shall be either a lump sum, or billing rate method of compensation, or combination of such methods as designated by the Task Authorization.

9.02 METHOD OF PAYMENT

- (1) The CONSULTANT shall submit a monthly statement for professional services rendered to date of the statement. The monthly statements shall reflect the CONSULTANT's cost of the services actually completed at the time of billing to the total services to be performed under the appropriate Task Authorization issued pursuant to the Agreement. Such statements are to be prepared by the CONSULTANT in a form and accompanied by such supporting data as may be required by the Contract Manager of the CITY.
- (2) The CITY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any CONSULTANT's invoice statement, the CITY shall notify the CONSULTANT of such objection or exception with the thirty (30) calendar days payment. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the CITY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement. If the parties cannot agree, the dispute shall be submitted to Mediation as set forth in Article 21.00 of this Agreement.

9.03 PAYMENT WHEN CONSULTANT'S SERVICES ARE TERMINATED UNDER THIS AGREEMENT

- (1) In the event of termination of this Agreement at the convenience of the CITY, not due to the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT for: (1) all services performed prior to the effective date of termination; (2) reimbursable direct costs then due; and, (3) reasonable expenses

incurred by the CONSULTANT in effecting the termination of services and work and incurred by the submittal to the CITY of project drawings, plans, data, and other project documents.

- (2) In the event of termination of this Agreement due to the fault of the CONSULTANT, or at the written request of the CONSULTANT, the CITY shall compensate the CONSULTANT for: (1) all services completed prior to the effective date of termination; (2) reimbursable direct costs then due; and, (3) reasonable expenses incurred by the CONSULTANT in effecting termination of project work incurred by the submittal to the CITY of project drawings, plans, data and other project drawings. Any such payments shall be subject to set-offs for any damages incurred by CITY resulting from delays occasioned by the termination.

9.04 PAYMENT WHEN SERVICES OR A SPECIFIC TASK AUTHORIZATION ARE SUSPENDED OR TERMINATED - In the event the CITY suspends the CONSULTANT's services and work on all or part of the professional services required to be provided and performed by the CONSULTANT pursuant to a specific Task Authorization, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of such suspension or termination of a specific Task Authorization and reimbursable direct costs then due.

9.05 LIMITATION ON TERMINATION PAYMENT TO CONSULTANT - In no event shall payments to CONSULTANT under Article 9.03 or 9.04 of this Agreement exceed the total Task Authorization or Contract price. It is agreed that such total price shall be reduced by the amount of payments made to date of termination.

9.06 In the event the Contract is terminated because of CONSULTANT's negligent default, the CITY may take over the CONSULTANT's work and services and complete the same by Contract or otherwise, and the CONSULTANT shall be liable to the CITY for the completion costs of the project.

ARTICLE 10.00 - MODIFICATIONS TO SCOPE OF WORK/CHANGE ORDERS

As applicable to each specific project performed by the CONSULTANT during the term of this Agreement, the Contract Manager may at any time, by written order, and without notice to the sureties, make changes within the general scope of this Agreement the work and service to be performed under a Task Authorization or under this Agreement. If any such changes cause an increase or decrease in the CONSULTANT's cost, or the time required for performance of the project work, an equitable adjustment shall be made and the Task Authorization or this Agreement shall be amended in writing accordingly. Any claim by the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of the notification of change unless the Contract Manager grants a further period of time before the date of Final Payment under a Task Authorization or this Agreement. The CONSULTANT shall proceed with the prosecution of the work as changed. Except as otherwise provided in this Agreement, no charge for any extra work or materials is allowed.

ARTICLE 11.00 - AUDIT AND EXAMINATION OF RECORDS

For purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this Contract or any Contract change or other modification are accurate, complete, and current, the Contract Manager, shall, until the expiration of three (3) years from the date of final payment under this Contract, have the right to examine those books, records, documents, and other supporting data at reasonable times, which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were prepared by the CONSULTANT in connection with work under this Contract.

The CONSULTANT agrees to insert the substance of this clause in all sub-contracts hereunder so as to apply until three (3) years after final payment under the subcontract, unless the price is based on established catalog or market prices or commercial items sold in substantial quantities to the general public, or prices are set by law or regulation.

ARTICLE 12.00 - SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors and outside associates or sub-consultants required by the CONSULTANT in connection with the professional services covered by the Agreement will be limited to such individuals or firms as are specifically identified in the appropriate Task Authorization per this Agreement. Any substitution of such subcontractors, associates, or consultants will be subject to the prior written approval of the Contract Manager.

ARTICLE 13.00 - TIME AND SCHEDULE OF PERFORMANCE

13.01 TIME IS OF THE ESSENCE - The timely performance and completion of the required services, Work and materials is vitally important to the interest of the CITY. Time is of the essence for all the duties and obligations contained in this Agreement and any Amendment(s) thereto subject to the force majeure conditions contained in Clause 13.03.

13.02 NOTICE TO PROCEED - Following the execution of this Agreement by both parties, and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the CITY shall issue the CONSULTANT a written Notice to Proceed for each project identified in each Task Authorization. Following the issuance of such Notice to Proceed, the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a continuous, diligent and forthright manner to expeditious completion.

13.03 TIME OF PERFORMANCE - The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the PROJECT as set forth in each Task Authorization.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement and any Amendment(s) or changes hereto, as a result of unforeseeable causes beyond the control of the CONSULTANT, or its sub-

consultants(s) and/or sub-contractor(s), and not due to their fault or neglect, the CONSULTANT shall notify the CITY, in writing promptly, after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the CONSULTANT's Time of performance. The CONSULTANT may, subsequent to notifying the CITY of the delay, request a time extension to the CONSULTANT's Time of Performance prior to the completion of the project. Upon receipt of the CONSULTANT's request for an extension of time, the CITY shall grant the extension if the CITY determines the delay(s) encountered by the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

- 13.04 FAILURE TO PERFORM IN A TIMELY MANNER** - Should the CONSULTANT fail to commence, provide, and/or perform any of the services and work required pursuant to this Agreement in a timely, continuous, diligent and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement and/or any Task Authorization.

ARTICLE 14.00 - INSURANCE COVERAGE TO BE OBTAINED

The CONSULTANT shall obtain and maintain such insurance coverage and in such amounts, as specifically identified and specified by this Agreement.

14.01 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The CONSULTANT within thirty (30) calendar days from execution of this Agreement, shall submit to the CITY all such insurance certificates and policies as are required under this Agreement. Failure of the CONSULTANT to submit such certificates and policies within the required time shall be considered cause for the CITY to cancel this Agreement without penalty or expense, and rescind its action to engage the CONSULTANT. Before the CITY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work pursuant to the requirements of this Agreement, the CONSULTANT shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the CONSULTANT shall file with the CITY certificates and policies of all such, insurance coverages.
- (2) Each Certificate of Insurance shall be submitted to the CITY in triplicate.
- (3) Each Certificate of Insurance shall specifically include all of the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage;

- (D) The designation of the CITY of Mascotte, Florida as an additional insured and a certificate holder. (This requirement may be excepted for Professional Liability Insurance and for Worker's Compensation Insurance).
 - (E) A specific reference to this Agreement (this requirement may be excepted for Professional Liability Insurance);
- (4) The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the Consultant to comply with the provisions, the City may, at its option, on notice to the firm, suspend the project for cause until there is full compliance. The following clause must appear on the Certificate of Insurance and the present Cancellation Clause appearing on the Certificate of Insurance must be "X'd" out and be initialed by the Agent of the Insurer:

"Cancellation - A cancellation notice will be provided in accordance with policy terms and conditions. Notice of Cancellation endorsements are provided."

- (5) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.
- (6) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement the CONSULTANT shall furnish to the CITY, triplicate, renewal or replacement Certificate(s) or Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.

14.02 INSURANCE COVERAGE AND POLICIES REQUIRED - All policies required hereunder must contain language requiring thirty (30) days notification to the CITY and to the CITY's designated insurance External Risk Manager of any cancellations of coverage. CONSULTANT will provide CITY with thirty (30) day notice of any material changes to coverage.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class V in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by an applicable federal statute:

Admitted in Florida: Yes

Employer's Liability: \$1,000,000

Disease – Each Employee: \$1,000,000

Disease – Policy Limit: \$1,000,000

All States Endorsement Statutory

Voluntary Compensation Statutory

Commercial General Liability Insurance: Policy shall include bodily injury, property damage, broad form contractual liability coverage.

General Aggregate: \$2,000,000

Products-Completed Operations Aggregate: \$2,000,000

Personal & Advertising Injury: \$1,000,000

Each Occurrence: \$1,000,000

Premises and Operations and Products/Completed Operations: Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the CONSULTANT); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage; and Independent Consultants.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles. The policy shall be endorsed to include the following additional insured language: "The City of Mascotte shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT, including automobiles owned, leased, hired, or borrowed by the CONSULTANT."

Excess or Umbrella Liability Insurance. Excess of the primary coverage required, in the paragraphs specified above:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

CONSULTANT shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least Five (5) years after completion of the contract of work.*

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

CONSULTANT is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retentions attached to any required coverages. Said insurance coverages procured by the CONSULTANT, as required herein, including but not limited to, any excess and/or umbrella coverages, shall be considered, and the CONSULTANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the CONSULTANT as required herein.

CONSULTANT hereby grants to the CITY of Mascotte a waiver of right to subrogation which any insurer of the CONSULTANT may acquire against the CITY of Mascotte by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain an endorsement that may be necessary to effect this Waiver of Subrogation, but this provision applies regardless of whether or not the CITY of Mascotte has received a Waiver of Subrogation endorsement from the insurer.

CONSULTANT shall require and verify that all sub-Consultants maintain insurance meeting all of the requirements stated herein. CONSULTANT further agrees that any person or entity that they subcontract with shall be considered an additional insured or covered under their insurance policy.

14.03 NOTICE OF CLAIMS - The CONSULTANT shall timely report in writing to the CITY's Director Risk Management and CITY's designated insurance Risk Manager, any incident which might reasonably be expected to result in claims under any of the coverages mentioned herein.

ARTICLE 15.00 - HOLD-HARMLESS AND INDEMNITY

15.01 LIABILITY & INDEMNIFICATION

(1) CONSULTANT shall indemnify and hold harmless the CITY of Mascotte and all of the CITY of Mascotte's officers, agents, and employees, in their official and individual capacities, from and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by CONSULTANT in its performance of its obligations under this agreement. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, voluntarily makes this covenant, and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY of Mascotte in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required within an agreement or contract pursuant to this Agreement shall not relieve CONSULTANT of its liability and obligation to hold

harmless and indemnify the CITY of Mascotte as set forth in this article. Nothing herein shall be construed to extend the CITY of Mascotte's liability beyond that provided in section 768.28, Florida Statutes.

(2) The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights.

- 15.02 PERSONAL PROPERTY** - The CONSULTANT shall save the CITY harmless from the claims of any person for loss, loss of use, or damage to the personal property of the CONSULTANT, its agents, employees, sub-consultants or subsidiaries, during the Contract term; such save harmless agreement shall include a waiver by the CONSULTANT's Personal Property Insurance Company of any subrogation against the CITY for loss occurring under the CONSULTANT's Personal Property Insurance on the project site.

ARTICLE 16.00 - TERMINATION

- 16.01 GENERAL PROVISIONS** - This Agreement may be terminated by the CITY without just cause at its convenience, or due to the default by the CONSULTANT, by giving thirty (30) calendar days written notice to the CONSULTANT.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the CITY dated not less than thirty (30) calendar days prior to the request. However, the CITY reserves the right to accept, or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the CITY of its acceptance.

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it otherwise violated any provisions of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the CONSULTANT written notice, terminate this Agreement.

- 16.02 TERMINATION OF WORK ON A SPECIFIC PROJECT** - The performance of work on a specific project under a Task Authorization may be terminated by the CITY in Whole, or in part, whenever the Contract Manager shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the CONSULTANT a Notice of Termination specifying the extent to which performance of work under the Task Authorization is terminated, and the date upon which such termination becomes effective.

16.03 OBLIGATION OF CONSULTANT UPON RECEIPT OF NOTICE OF TERMINATION - After receipt of a Notice of Termination of this Agreement or of any work specifically assigned Task Authorization, and except as otherwise directed by the Contract Manager, the CONSULTANT shall:

- (1) Stop work under the Agreement or Task Authorization on the date and to the extent specified in the Notice of Termination.
- (2) Place no further orders or sub-contracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement or Task Authorization.
- (3) Terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (4) Assign to the CITY, in the manner, at the times and to the extent directed by the Contract Manager, all of the right, title, and interest of the CONSULTANT under the orders and sub-contracts so terminated, in which case the CITY shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.
- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts with the approval or ratification of the Contract Manager, the extent the CITY may require which approval or ratification shall be final for all the purposes of this clause.
- (6) Transfer title and deliver to the CITY, in the manner, at the times, and to the extent, if any, directed by the Contract Manager:
 - (A) The sketches, calculations, reports, models, studies and other work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination; and,
 - (B) The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished to the CITY.
- (7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

16.04 CLAIM FOR AMOUNT DUE CONSULTANT - After receipt of a Notice of Termination, the CONSULTANT shall submit to the Contract Manager its termination claim, in the form and with certification required by the Contract Manager. Such claim shall be submitted promptly but in no event later than thirty (30) calendar days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Manager, upon request of the CONSULTANT made in writing within such thirty (30) calendar days

period or authorized extension thereof. Upon failure of the CONSULTANT to submit its termination claim within the time allowed, the Contract Manager may determine on the basis of information available to him, the amount, if any, due to the CONSULTANT by reason of the Termination and shall thereupon pay to the CONSULTANT the amount so determined.

ARTICLE 17.00 - NOTICE AND ADDRESS OF RECORD

17.01 NOTICE BY CONSULTANT TO CITY - All notice required and/or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CITY address:

City of Mascotte
100 E. Myers Blvd.
Mascotte, Florida 34753
ATTENTION: City Manager

17.02 NOTICES BY CITY TO CONSULTANT - All notices required and/or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CONSULTANT's address:

210 S. Florida Avenue, Suite 220, Lakeland, Florida 33801

17.03 CHANGE OF ADDRESS OF RECORD - Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.00 - WAIVER OF BREACH

Waiver by the CITY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

Neither the Contract Manager's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the CITY for all costs of any kind which were incurred by the CITY as a result of the CONSULTANT's negligent performance of the services furnished under this Agreement.

ARTICLE 19.00 - EQUAL OPPORTUNITY / DISADVANTAGED BUSINESS ENTERPRISES

During the performance of this Contract, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and, selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

CONSULTANT must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provision of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.

CONSULTANT has, pursuant to Chapter 278, Florida Statutes, executed a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this request for Qualifications. By executing this sworn statement, the CONSULTANT has affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The CONSULTANT shall further acknowledge that any misstatement or misrepresentation off act, lack of compliance with the statue, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the CITY. In the event of such termination, the CITY shall not incur any liability for any work or materials furnished by the CONSULTANT.

ARTICLE 20.00 - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee excepting bona fide employees or established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY in its discretion shall have the right to cancel this Agreement without liability or, to remain a party to this Agreement and deduct from the CONSULTANT's compensation (project fee), the full amount of such commission percentage, brokerage, or contingent fee.

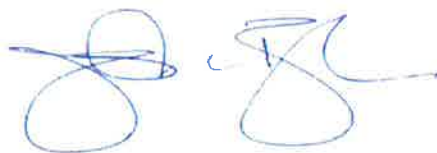
ARTICLE 21.00 - DISPUTE RESOLUTION: MEDIATION THEN LAWSUIT

This Agreement shall be governed by the laws of the State of Florida. All controversies, claims, and disputes between the parties arising out of, or related to this Agreement, or the breach or interpretation hereof, will first be submitted to Mediation by a Mediator, certified by the Supreme Court of Florida, that is mutually agreeable to both the CONSULTANT and the CITY. The cost

of the Mediator's fee shall be borne equally by the parties. The Mediation process shall be invoked by written notice from either party. The CITY shall retain the Mediator and schedule the Mediation within thirty (30) calendar days of receiving written notice from the CONSULTANT, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing of a lawsuit by either party. If such Mediation is unsuccessful, the parties agree that proper venue for enforcement or interpretation of this Agreement shall have its venue in Lake County, Florida.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year last written as follows:

WOODARD & CURRAN, INC.

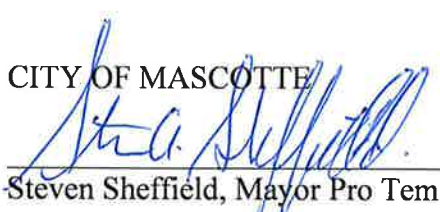


Joseph C. Barbagallo, President of Consulting

January 6, 2021

DATE

CITY OF MASCOTTE



Steven Sheffield, Mayor Pro Tem

January 5, 2021
DATE

ATTEST:



CITY CLERK



EXHIBIT "A" - BILLING RATES

EXHIBIT "B"- SUBCONSULTANTS AND SPECIALISTS BILLING RATES

NOT APPLICABLE

EXHIBIT "C" - OTHER DIRECT COSTS TABLE

PLEASE SEE EXHIBIT "A" – APPLICABLE RATES AND COSTS INCLUDED THEREIN

Municipal & Institutional Standard

2020 Rate Schedule



Consultant Personnel	
Labor Category	Hourly Rate
I. Support Services	
- Administrative	\$73
- Drafter	\$83
- Project Assistant	\$97
- Procurement Specialist	\$102
II. Professional Services	
- Designer	\$91
- Technician	\$94
- Inspector / Technician 2	\$97
- GIS Analyst / Operations Specialist	\$98
- Staff Engineer 1	\$105
- Designer 2 / Geologist 1 / GIS Developer	\$112
- Scientist 1	\$113
- Staff Engineer 2 / Technical Service Specialist 1	\$120
- Scientist 2 / Resident Engineer	\$123
- Geologist 2	\$125
- Designer 3	\$126
- Geologist 3	\$129
- Engineer 1 / GIS Analyst 2 / Scientist 3	\$130
- Senior Designer / Technical Service Specialist 2	\$136
- GIS Solutions Analyst / Planner	\$137
- Engineer 2	\$140
- Project Geologist / Project Scientist	\$143
- GIS App Developer / Project Management Professional	\$150
- Construction Manager / Engineer 3 / Project Geologist 2 / Project Technical Specialist 1	\$154
- Project Engineer / GIS Manager	\$164
- Project Scientist 2 / Project Technical Specialist 2	\$170
- Senior Planner	\$173
- Project Engineer 2	\$177
- Senior Engineer / Senior Geologist / Senior Project Engineer / Service Manager	\$179
- Project Manager / Technical Expert 1 / Technical Leader / Technical Manager 1	\$182
- Principal Project Manager / Project Manager 2 / Technical Expert 2 / Technical Manager 2	\$195
- Practice Leader / Senior Project Manager / Senior Technical Manager	\$215
- Director of Practice / Licensed Site Professional	\$220
- Chief Technologist / Principal	\$225
This Rate Schedule is confidential and for customer internal use only. W&C reserves the right to adjust billing rates annually.	

Expense Category

Travel¹

.575/mile

Expenses

At Cost Plus 10%

1. Mileage rate will change as the federal allowable rate is modified.

#290



COMMITMENT & INTEGRITY DRIVE RESULTS
woodardcurran.com

Qualifications

Utilities Capital Project Delivery
RFQ #20-02



City of Mascotte, Florida
November 4, 2020





Contents

SECTION 1 Letter of Interest and Understanding	1
SECTION 2 Description of Firm	3
APPENDIX A Addendum(s)	A-1

Woodard & Curran Meets all of Your Evaluation Requirements	
We are confident Woodard & Curran will earn the maximum number of points in each of the City's evaluation categories.	
Firm's Qualifications (30 Points)	Woodard & Curran is one of the few environmental consulting firms that specialize in process design, operations, automation, and information management—four key ingredients for efficient, well-managed utilities. Clients benefit from our experience with funding strategies, grant/loan administration, and access to short- and long-term financing sources. We leverage lesser-known sources to develop creative and tailored funding packages. (See pages 48 - 50)
Firm's Experience and Past Performance (25 Points)	For over two decades, Woodard & Curran has worked with Florida communities providing an array of services. In addition, we have included a few recommendation letters from a few of our clients. (See pages 5 - 19)
Firm's Resources (20 Points)	A firm with 1,130 professionals across 28 offices nationwide, Woodard & Curran has the necessary resources under one roof. (See page 3)
Legal Actions Against the Firm (15 Points)	Woodard & Curran has provided a list of legal actions within the last 10 year. (See page 51)
Firm's Current Workload (10 Points)	Woodard & Curran is a firm of 1,130 professionals with 40 across Central Florida. We have the personnel available to meet the City's needs. (See page 20)
Firm's Office Location (5 Points)	Woodard & Curran is located in Lakeland, Florida.
Firm's Status as Certified Minority Business Enterprise (5 Points)	Woodard & Curran is not an MBE firm.
<i>Woodard & Curran is the Partner for Mascotte</i> Woodard & Curran looks forward to building upon the partnership that we have developed with the City.	



Hand Delivered

November 4, 2020

Larry Walker, Public Services Director
City of Mascotte
100 E. Myers Blvd.
Mascotte, Florida 34753

Re: RFQ 20-02: Utilities Capital Project Delivery

Dear Mr. Walker:

Woodard & Curran has been privileged to serve the City of Mascotte (City) for more than a year now. During that time, we have helped the City secure nearly \$800,000 in grant and loan funding to expand your water treatment plant capacity and make improvements to your water distribution and wastewater collection systems. The next step in the process is to develop the Water and Wastewater Facilities Plans that will determine the full scope of improvements to be undertaken and to identify the associated design and construction requirements. Completing these plans in a timely manner will keep the City in position to secure the additional grants and loans to fully fund the design and construction of these improvements. As your Utilities Capital Project Delivery Consultant, **Woodard & Curran will be able to continue driving these programs forward without costing the City additional time or expense of a learning curve that any other consultant would require.**

In addition to this local knowledge and experience with your specific needs, Woodard & Curran offers Mascotte a combination of additional advantages that you are unlikely to find from other proposers. Specifically:

- **Extensive experience with State and Federal funding programs.** Over the last five years, we have secured \$1.4B in federal and state funding for our clients' municipal infrastructure and economic redevelopment projects. Our staff has a 30-year history with the full breadth of local, state, and federal funding programs administered through Florida agencies. We have secured nearly \$50M for Florida municipalities in the last 18 months for capital improvements related to water quality, treatment, resiliency, and economic development. In addition to the water and wastewater improvements we have funded for the City, we recognize there many more improvements you would like to initiate, including stormwater drainage improvements. *With this record, you can rely on Woodard & Curran to help you maximize state and federal grant funding to ease the financial burden of your capital improvement needs on your citizens and ratepayers.*
- **Fully-integrated SCADA capabilities.** Woodard & Curran integrates Supervisory Control and Data Acquisition (SCADA) communications, design, implementation, integration, and service into our engineering practice. Most firms can perform only one or two of those functions, which results in several handoffs in responsibility, increasing cost and complicating the lines of accountability. We are already seeking funding to help you make emergency improvements to your Water Treatment Plant SCADA system. *Our technical capabilities will help ensure the City has the appropriate technology to automate and monitor your utilities infrastructure to operate reliably and cost-effectively.*
- **An uncommon, operational mindset.** Unlike most consultants, Woodard & Curran operates and maintains many of the same types of systems that we design. This includes 79 municipal water,



wastewater, and stormwater facilities throughout the United States, including neighboring Groveland. Our experience affords us considerable insight into how such facilities need to operate and be maintained by our clients in the long-term. Leveraging this experience, we build into our planning and design mindset considerations such as future O&M costs, the safety of your staff and the public, and ease of maintenance. This enables us to deliver safe, cost-effective, and practical projects that not only meet your needs on day one, but also operate sustainably for decades. *Since Groveland will provide Mascotte with future wastewater treatment capacity for existing and new developments as they are connected to your central collection system, Woodard & Curran will leverage funding programs we have secured for both cities to develop a collaborative project that maximizes the cost-effectiveness of your future treatment capacity.*

Woodard & Curran appreciates the opportunity to present our qualifications to deliver the City's Utilities Capital Projects. We offer you the full resources of our 1,130-person privately-owned company who delivers our work with the personal, small firm feel that is the only way we know. As your Principal-in-Charge, I will direct the members of our team and call upon our firm's entire suite of service professionals, as necessary. I bring 24 years of experience developing and implementing capital improvements for drinking water, wastewater, reclaimed water, stormwater, and solid waste management systems in Florida. **Justin deMello, PE** and **Tami Ray** will continue to serve in critical Project Manager and Project Funding/Finance roles, respectively.

To our knowledge, Woodard & Curran does not have any interests that would pose a conflict with the services to be provided to the City of Mascotte under this contract.

If you have any questions or require any additional information, please feel free to contact me directly. We look forward to the opportunity to continue our productive partnership with City of Mascotte.

Sincerely,

WOODARD & CURRAN

Scott C. Shannon, PE
Principal-in-Charge
407.580.1707
sshannon@woodardcurran.com



Section 2

DESCRIPTION OF FIRM

About Woodard & Curran

Legal Name: Woodard & Curran, Inc.

Officers: Company Organization Chart on Page 4

Staff Breakdown by Classification:

Personnel: 40 staff in Central Florida;

Civil: 93; Electrical/SCADA: 50; Environmental Engineer: 132; Environmental Scientist: 59; GIS: 11; Geologist: 30; Mechanical Engineer: 11; Planner: 15; Project Manager (Water/Sanitary/Environmental): 33; Risk Assessor: 4; Sanitary and Water Resources Engineers: 40; Structural: 9; Administrative/Clerical: 35; and additional Professionals: 564



**FOUNDED
IN 1979**

Woodard & Curran recently **ranked No. 68** on the list of *Engineering News Record's "Top 500 Design Firms"*



Over the last 5 years, Woodard & Curran has applied for **\$1.8 B** in grants and loans. Approximately **\$1.4 B** in grants/loans were **awarded to our Clients.**

**Woodard & Curran
OPERATES**

79

water, wastewater, and
groundwater treatment
facilities across the U.S.



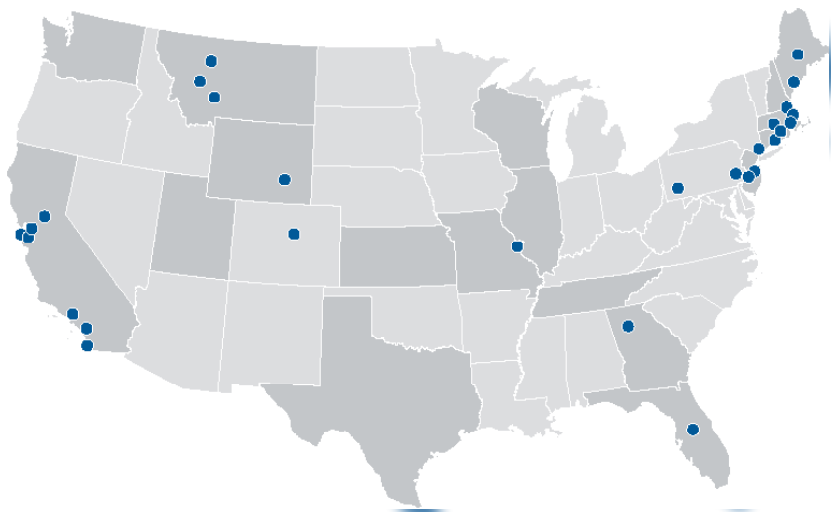
1,130
highly qualified
PROFESSIONALS

FL Professionals

40

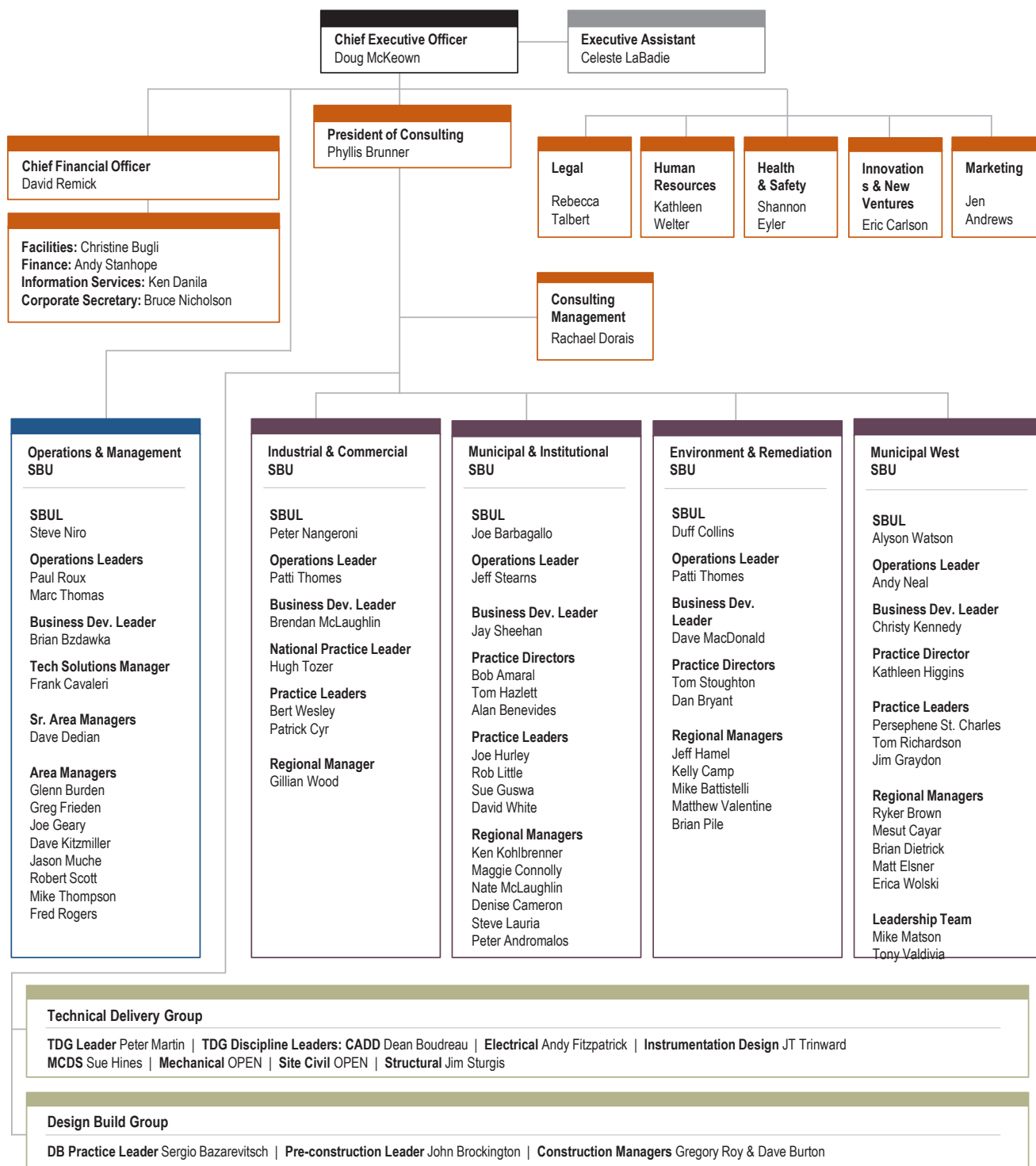


28 OFFICE LOCATIONS
across the United States



ORGANIZATIONAL CHART

March 13, 2020



SBU: Strategic Business Unit | SBUL: SBU Leader

Relevant Projects

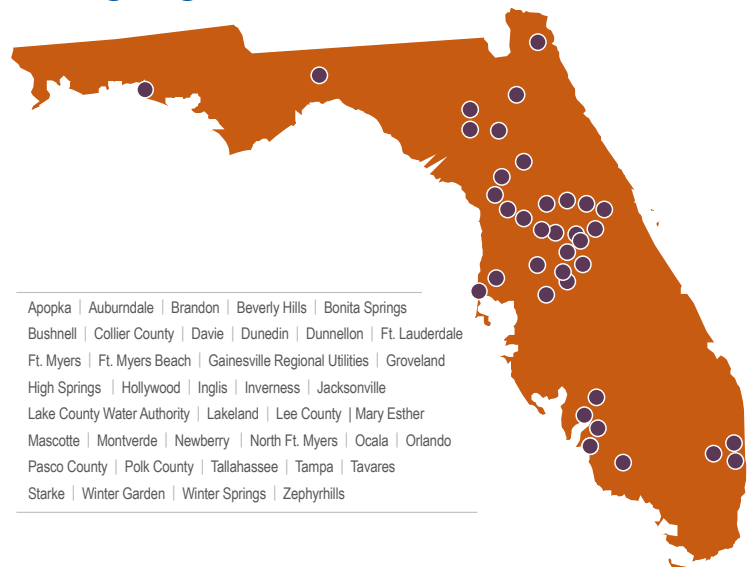
For over 41 years, Woodard & Curran has provided engineering, science, and operations services to municipalities in Florida and beyond, helping to address and resolve challenges related to water and the environment. For Mascotte, we offer a comprehensive range of services including potable water, wastewater, reclaimed water, stormwater, and general civil and environmental engineering. In the delivery of these traditional engineering services, Woodard & Curran offers additional capabilities that you will not find through most other engineering firms. We apply this knowledge and experience to our engineering projects to produce a combination of benefits you are unlikely to find anywhere else.

We enhance the engineering services we provide with:

1. Extensive Grant Funding Experience
2. Fully Integrated SCADA Capabilities
3. The Mindset of an Operator

Extensive Experience with State and Federal Funding Programs

Over the last five years, we have secured \$1.4B in federal and state funding for our clients' municipal infrastructure and economic redevelopment projects. Our staff has a 30-year history with the full breadth of local, state, and federal funding programs administered through Florida agencies. We have secured nearly \$50M for Florida municipalities in the last 18 months for capital improvements related to water quality, treatment, resiliency, and economic development. In addition to the water and wastewater improvements we have funded for the City, we recognize there many more improvements you would like to initiate, including stormwater drainage improvements. ***With this record, you can rely on Woodard & Curran to help you maximize state and federal grant funding to ease the financial burden of your capital improvement needs on your citizens and ratepayers.***



Fully-Integrated SCADA Capabilities

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An Uncommon, Operational Mindset

Unlike most consultants, Woodard & Curran operates and maintains many of the same types of systems that we design. This includes 79 municipal water, wastewater, and stormwater facilities throughout the United States, including neighboring Groveland. Our experience affords us considerable insight into how such facilities need to operate and be maintained by our clients in the long-term. Leveraging this experience, we build into our planning and design mindset considerations such as future O&M costs, the safety of your staff and the public, and ease of maintenance. This enables us to deliver safe, cost-effective, and practical projects that not only meet your needs on day one, but also operate sustainably for decades. ***Since Groveland will provide Mascotte with future wastewater treatment capacity for existing and new developments as they are connected to your central collection system, Woodard & Curran will leverage funding programs we have secured for both cities to develop a collaborative project that maximizes the cost-effectiveness of your future treatment capacity.***

A sample of this experience and the local clients we provide these services to is provided in the following project descriptions. Most of them are for your neighboring Lake County communities or greater Central Florida.

Client	Project	Potable Water	Wastewater/Reclaim	Stormwater	General Engineering Services	SCADA Services	Operations Consulting	Grant Funding
Tavares, FL	On-Call Engineering and SCADA	◆	◆	◆	◆	◆	◆	◆
Groveland, FL	On-Call Engineering, SCADA, and Operations	◆	◆		◆	◆	◆	◆
Mascotte, FL	On-Call Engineering Services	◆	◆		◆	◆		◆
Montverde, FL	Water Treatment Plant Control Upgrades	◆			◆	◆	◆	
Starke, FL	Wastewater Treatment Plant and Collection System Upgrades		◆		◆	◆		◆
Inglis, FL	Wastewater Treatment Plant Study		◆		◆			◆
Newberry, FL	Wastewater Engineering and Operational Assessments		◆		◆		◆	
Pasco County, FL	Duck Slough Stormwater Automation			◆	◆	◆		
Polk County, FL	SCADA Maintenance and Repairs	◆	◆			◆		
Orlando/Orange County, FL	Water Conserv II		◆			◆	◆	

City of Tavares, Florida

On-Call Engineering and SCADA Services

The City of Tavares has partnered with Woodard & Curran since 2004 to provide continuing, on-call engineering and SCADA services. Woodard & Curran has been instrumental in providing technical engineering and SCADA support to many of the City's recent upgrades including the Woodlea Road Wastewater Treatment Facility, all four of the City's water treatment facilities and several of their remote water, wastewater and reclaimed water sites. Additionally, Woodard & Curran has provided planning, design and construction administration for projects such as production well relocations, utility extensions, hydraulic models, asset management programs and secured for the City several grant/loan funding opportunities.



SCADA System Upgrades and On-Call Service Support

Woodard & Curran has supported the City with instrumentation, controls and SCADA support contracts for their water, wastewater, collections and distribution systems. Our team has replaced proprietary and unsupported control and communications equipment at many of the City's water, wastewater and reclaim water remote sites. Woodard & Curran upgraded all of the City's SCADA HMI software, alarming, remote access and cybersecurity concerns, computers and PLC's that control the water and wastewater plants. The City improved their asset management systems with Woodard & Curran by adding DoForms, SEMS and GIS interfaces. These upgrades are the result of a master plan that detailed PLC and radio upgrades to assure continuing compliance and functionality. Additionally, Woodard & Curran provides 24/7/365 SCADA critical operations support services to the City.

Asset Management and CMMS Evaluation

In 2019, the City was awarded a grant from the Florida Department of Environmental Protection (FDEP) to evaluate several CMMS technologies and produce a best practices of Asset Management Plan (AMP). Woodard & Curran was selected to provide services based on its engineers, planners, operations and maintenance, finance, SCADA and GIS/CMMS technology experts. Woodard & Curran not only provides municipal consulting services, but also has more than 50 contract operations and maintenance (O&M) facilities across the country where CMMS technology solutions are continuously being evaluated and implemented. These O&M facilities provide Woodard & Curran with test sites to evaluate CMMS solutions of various sizes and complexities based on the specific utility need, making Woodard & Curran a clear leader in the field of identifying needs, evaluating and implementing CMMS solutions. The goal of the program is to evaluate the needs of mid-size utilities and independently evaluate software solutions that will facilitate in gathering reliable asset data for funding and capital improvement planning.

Peninsula Utility Extension Project

Woodard & Curran is currently providing permitting, design and construction administration services for the Peninsula Utility Extension project that will extend water, wastewater and reclaimed water utilities approximately 4,800 LF to open a new area for development. The project includes extending utilities, upgrading lift stations, providing construction administration, and SCADA design and integration services.

Well 3/4 Relocation Planning and Design

Woodard & Curran is currently providing planning and preliminary design services to relocate an existing production drinking water well. The project includes the hydrogeologic investigations of the proposed new site, site layout, process mechanical well and pump design, structural building layout, HVAC and electrical upgrades.

Water and Wastewater System Hydraulic Models

Woodard & Curran is currently providing City-wide water and wastewater system hydraulic model updates for the City of Tavares. Over the last decade, the City has recognized a substantial revitalization and increase in development. These updates to the water and wastewater system hydraulic model will provide the City with a better understanding of the current wastewater system performance, confidence in predicting system conditions under a range of scenarios and a short- and long-term planning tool for future system performance and upgrades necessary to facilitate growth and expansion. Projects include data collection and review, updating GIS network, estimating future growth, development and subsequent demand and flows, hydraulic model and development, evaluating system performance and improvement needs.

 Phil Clark, Utilities Director, 100 N. Disston Avenue, Tavares, FL 32778

 352.742.6485

 pclark@tavares.org

 1,113,000

 Project Start: 2015 - Project Completion: Contract Ongoing

 Project Lead: Justin deMello, PE

City of Groveland, Florida

On-Call Engineering, SCADA and Contract Operation Services

Since 2019, Woodard & Curran has partnered with the City of Groveland to provide continuing on-call engineering, SCADA and full contract operations of the City's utilities. Groveland is the fastest growing city in Lake County. Situated just west of Orlando and north of Disney World, the population grew 44 percent in 2019. The City has two oxidation ditch wastewater treatment facilities (WWTFs) capable of treating 2 MGD, 5 WWTFs with a permitted capacity of nearly 9.5 MGD, a reclaim system supplying 420,000 GPD, nine production wells, several storage tanks, 100 miles of water distribution pipes, 85 miles of sanitary wastewater collection system, 52 lift stations, 30 miles of reclaim pipes, rapid infiltration basins and a sprayfield.

Contract Operations

Woodard & Curran employs 18 full-time staff to provide the City with 24/7/365 operation of the City's public utilities. Woodard & Curran is responsible for delivering safe drinking water, wastewater treatment and reclaimed to the City's customers. After training staff in health and safety, including First Aid/CPR, Confined Space Entry, Qualified Electrical Worker, Hearing Conservation, Respiratory Protection and Hazardous Material Response for Chlorine, our team implemented a mobile asset management program to upload and categorize more than 18,000 assets. Woodard & Curran is also facilitating free emerging sludge dewatering technology pilot studies to reduce O&M costs to the City.



Utilities Master Plan and Facility Planning

Woodard & Curran is under contract to provide the City a Utility Master Plan that will be a roadmap to provide a safe and reliable water supply, wastewater and reclaim water services for customers, while using funds in the most efficient and responsible way possible. System condition assessments and model simulations will be used to identify existing deficiencies and to recommend improvements to mitigate these deficiencies, as well as meet future growth in demands. The improvements necessary to address those deficiencies will be identified in a Capital Improvement Plan (CIP), prioritized and phased over short-term, long-term and build-out conditions. The project includes the facility planning for a new lower Floridan aquifer well and treatment facility, along with planning for a WWTF upgrade to accommodate future growth. A financial examination of the utility will also be conducted, including recommendations on financial strategies to fund the CIP as well as an examination of operational and maintenance costs of the utility system.

Wastewater Sampling and Sewer Ordinance Development

Woodard & Curran completed a program to sample influent wastewater concentrations at various points in the City's system and develop a revised Sewer Use Ordinance to combat industrial users taxing the wastewater system. The ordinance added an industrial pretreatment program (IPP) component that requires all industrial users to fill out an application, disclose their discharges and evaluate whether an industrial pretreatment permit would be necessary. Our team is managing the aspects of the IPP, including permits, inspections and reporting violations and exceedances to the City for enforcement.



Reclaimed Water Model and Pressure Assistance

Woodard & Curran completed an evaluation of the City's north reclaimed system to provide recommendations for pressure improvement. The project included data gathering and GIS development, model development, running various scenarios, pressure tests, installation of flow metering equipment, pump evaluation, a valve survey, and providing a summary memo of recommendations for immediate, short- and long-term system improvements to accommodate current, planned and future growth.

Sprayfield Permitting

Woodard & Curran is providing hydrogeological and permitting assistance for a non-public access spray field. This includes developing a groundwater monitoring plan, submitting application to FDEP, installing monitoring wells, groundwater sampling and laboratory analysis. The project will provide an alternative to dispose of non-spec, treated effluent water that is unsuitable for reclaim.

Headworks Evaluation

Woodard & Curran completed an evaluation of the City's Sampey and Sunshine Wastewater Treatment Facilities headworks. Our team performed an evaluation of several headworks screening and material handling technologies which considered four technologies, including multi-rake, basket, reciprocating rake and step screen technologies, and assessed each based on hydraulic design, costs, operability and constructability. The evaluation considered material handling technologies including washing and compacting technologies. Also, the evaluation considered historical and projected peak flows and assessed each screening technology's ability

to limit hydraulic restrictions. Woodard & Curran also evaluated screenings conveyor, washer/compactor type, volume reduction, mass reduction and the screenings bin. The project made a technology recommendation, cost estimate and projected schedule based on procurement method selected.

Palisades Well Abandonment

Woodard & Curran is under contract to evaluate for abandonment three upper Floridan wells at the Palisades property. The work is part of the City's consumptive use plan with the St. Johns River Water Management District (WMD). Services include field services to remove old pumping equipment, evaluating existing wells for decommissioning, converting one well to a monitoring well, coordination with the WMD and recommendations.

SCADA System Upgrades and On-Call Support

Woodard & Curran has supported the City with instrumentation, controls and SCADA support contracts for their water, wastewater, collections and distribution systems. Woodard & Curran has replaced proprietary and unsupported control and communications equipment at many of the City's water, wastewater and reclaim water remote sites. Additionally, our team provides 24/7/365 SCADA critical operations support services.

Funding

With the City, Woodard & Curran developed a five-year capital improvement plan for the utility system which resulted in nearly \$50 million in identified capital projects. Applications were submitted to the FDEP State Revolving Fund program, and the City was awarded a nearly \$1 million in commitment to fund the planning of improvements. A portion of the project will be eligible for grant/principal forgiveness, and the remaining will be a low interest loan. Once planning is completed, the City will be eligible for additional funding to support the design and construction of the capital improvements.

 TJ Fish, Director of Transportation and Public Works, 156 S. Lake Avenue, Groveland, FL 34736

 352.429.2141 x2012

 TJ.fish@groveland-fl.gov

 \$ 1,492,000 (Engineering Services) and 3,341,000/Per Year (Contract Operations)

 Project Start: 2019 - Project Completion: Contract Ongoing

 Project Lead: Justin deMello, PE (Engineering) and Glenn Burden (Operations)

City of Mascotte, Florida

On-Call Engineering Services

Since 2019, Woodard & Curran has partnered with the City of Mascotte to provide continuing, on-call engineering services. To date, services have included funding and planning of water and wastewater treatment system improvements.

Wastewater Facility Plan and Asset Management Program

The City population currently utilizes septic systems for all wastewater treatment and disposal with exception of two commercial facilities. Woodard & Curran is under contract to provide a planning document that will evaluate central sewer for the citizens of Mascotte. Many scenarios will be considered, including collection system operations and maintenance by Mascotte and treatment and disposal by Groveland. The project will be considered in multiple phases, to include the five subdivisions that now have gravity sewer as Phase I, with subsequent phases as demand and feasibility align. The project will also include evaluating treatment and disposal options, SCADA and technology improvements, asset management, a rate study and the development of a capital improvement plan.



Drinking Water Facility Plan

With growth expected to continue in the next several decades, the City of Mascotte has partnered with Woodard & Curran to evaluate and plan for a future water production facility. Our team will evaluate new lower Floridan water sources, treatment options, distribution and storage improvements. The project will also include SCADA and technology improvements, asset management, a rate study and the development of a five-year capital improvement plan.

Funding

Woodard & Curran, in conjunction with the City, identified water and wastewater planning projects that will set the foundation for future community growth. Applications were submitted to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program and the City was awarded a nearly \$800,000 in commitment from the FDEP-SRF to fund the planning of the infrastructure improvements. A portion of the project will be eligible for grant/principal forgiveness and the remaining will be low interest loan. Once planning is completed, the City will be eligible for additional funding to support the design and construction of the capital improvements.

 Larry Walker, Public Services Director, 100 East Myers Boulevard, Mascotte, FL 34753

 352.429.4431 x401

 larrywalker@cityofmascotte.com

 765,000

 Project Start: 2019 - Project Completion: Contract Ongoing

 Project Lead: Justin deMello, PE

Town of Montverde, Florida

Water Treatment Plant (WTP) Controls Upgrade

Woodard & Curran is providing turnkey upgrades to the electrical and control systems at the Town's two WTPs. Our services include design, procurement of components, installation, system integration, and operator training.

These system upgrades encompass the following tasks, providing the Town several operational benefits:

- Removing obsolete controllers and other components that have failed and are no longer supportable
- Incorporating data logging functionality to save operators' time to produce compliance reports, improve troubleshooting, and enhance future system planning
- Replacing soft starters with variable frequency drives to provide increased operational efficiency allowing well pumps to run at variable flow rates, saving energy and maintenance costs by reducing damage and wear on the pumps
- Improving system reliability via an "open-platform" that will enable service when necessary from multiple qualified vendors



 Joe Wynkoop, Mayor, 17404 Sixth Street, Montverde, FL 34756

 407.496.1673

 mayor@mymontverde.com

 126,600

 Project Start: April 2020 - Project Completion: Ongoing (Completion Scheduled for October 2020)

 Project Lead: Jeff Souza

City of Starke, Florida

The City of Starke, with a population of 6,000, residents is located in Bradford County. Starke sits on the Highway 301 corridor that links Jacksonville with the center of the state to points south such as Gainesville, Ocala and the Villages. The City sits at a critical juncture for future development and investment in the State. As the City of Jacksonville continues to grow, Starke stands to benefit as developers seek new land. In 2019, the State of Florida completed the Route 301 bypass highway connector to alleviate the traffic pressure from the downtown area of Starke and improve emergency evacuation routes. The bypass, which loops Highway 301 around Starke service area, has potential to reshape the community. The open land surrounding the new bypass has already drawn attention from local and national developers. Starke has an opportunity to expand regional municipal utility service to the area to encourage business investment, encourage job creation and diversify the local community.



Wastewater Treatment Plant Upgrade

The City partnered with Woodard & Curran to design and perform construction administration services for an advanced wastewater treatment facility upgrade. The project is scheduled to replace the existing facility and upgrade it to a 1.25 MGD average day capacity and a peak capacity of 3.6 MGD. The system design components include a new influent pump station, screening and grit removal, equalization tanks, 5-stage oxidation ditch biological treatment with phosphorus and nitrogen removal, secondary clarifiers, disk filters, disinfection, sludge handling, effluent pump station, and sprayfield irrigation improvements. The project will improve water quality to the nearby Alligator Creek. Funding for the project has been secured through a grant and loan from the USDA.

Wastewater Collection System Upgrades

The City partnered with Woodard & Curran to design the first of several phases of collection system improvements. The first phase is focused around critical collection system infrastructure that is subject to sanitary sewer overflows during wet weather conditions. The goal of the project is to rehabilitating aging infrastructure, reduce extraneous inflow and infiltration on the system and alleviate sanitary sewer overflows. As part of the project, Woodard & Curran is tasked with rehabilitating and or replacing five miles of gravity sewer and dozens of manholes. The majority of the pipes identified for rehabilitation are the large diameter gravity interceptor lines located adjacent to Alligator Creek. The project also includes the relocation and replacement of a lift station and the redirection of a forcemain. The forcemain redirection will re-distribute flow from an overtaxed area of the gravity collection system and convey it direct to the wastewater treatment facility. Funding for the project has been secured through a grant and loan from the FDEP SRF program.

-  John Holman, City Manager, 209 North Thompson Street, Starke, FL 32091
Scott Anaheim, Operations Director, 209 North Thompson Street, Starke, FL 32091
-  904.964.5027 (John Holman)
904.729.7611 (Scott Anaheim)
-  jholman@cityofstarke.org
sanaheim@cityofstarke.com
-  \$ 2,118,000
-  Project Start: April 2020 - Project Completion: Contract Ongoing
(Completion scheduled for completion in 2023)
-  Project Lead: Justin deMello, PE

Town of Inglis, Florida

Wastewater Collection and Treatment System Planning

For the last several years Woodard & Curran has partnered with the Town of Inglis, Florida, to fund and conduct a sub-regional wastewater collection and treatment system planning study. Inglis is one of several communities along Florida's Nature Coast, adjacent to the Withlacoochee River, that do not have centralized wastewater collection and treatment.

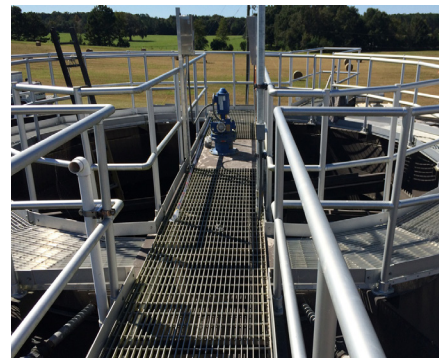
Woodard & Curran assisted the Town of Inglis in securing more than \$1 million in grant funding through the State of Florida General Revenue Fund to complete a pre-design, sub-regional wastewater treatment plan study for the town and the immediate region in the Study Area as identified by the FDEP.

Significant portions of the project are prone to flooding. During flood events, septic systems become inundated and damaged, which can affect public health and negatively impact water quality. Local beaches, coastal rivers, and fishing areas have experienced pollution impacts to the extent that such areas have been intermittently closed to commercial and recreational activities. Under certain conditions these incidents can be directly attributed to septic system leachate contamination. Nutrient and bacteria related problems in the Withlacoochee River and estuarine systems, such as high coliform bacteria counts, have been linked to septic system leachate.

The DEP initiated a Status Monitoring Network, which oversees statewide sampling for surface and groundwater resources. Surface water quality monitoring data, collected over the period of 1999 to 2014, shows an increasing trend in nitrate/nitrite and chlorophyll-a, which could indicate negative impacts from contributing septic systems.

The area studied is 18 square miles, spanning the boundary of south Levy County and north Citrus County, and bordering the Gulf of Mexico. The project encompasses seven Needs Areas identified by the Florida Department of Environmental Protection as areas of a population density that could potentially be phased into a sub-regional wastewater system.

The sub-regional study concluded that a collection system and wastewater treatment facility are feasible for the area. The advantages of this type of system include environmental benefits of removing failing and flood-prone septic systems along the Lower Withlacoochee River. The project continues to move forward with the planning and preliminary design of a pressurized collection system and an advanced wastewater treatment facility that can be expanded in the future to a capacity of 400,000 gallons per day.



 Drinda Merritt, Mayor, Town Hall, 135 Highway 40 West, Inglis, FL 34449

 352.447.2203 x107

 mayordrindamerritt@gmail.com

 460,000

 Project Start: 2017 - Project Completion: Ongoing

 Project Lead: Justin deMello, PE

City of Newberry, Florida

FDEP Permit Renewal & Sprayfield Operational Assessment

The City of Newberry provides water and sewer service to more than 1,500 customers. The City owns and operates a sanitary sewer collection system comprising 22 miles of pipe and a Wastewater Treatment Plant (WWTP). The WWTP is a conventional activated sludge facility with a treatment capacity of 0.350 MGD. The City uses two holding ponds prior to discharge to a 39.8-acre spray irrigation system for effluent disposal.

The City hired Woodard & Curran developed an application for renewing their 5-year FDEP discharge permit and to audit wastewater operations and recommend operational efficiency improvement opportunities for the City to consider. An operational assessment of the sprayfield was included in the permit renewal application, which was submitted to FDEP early.



Sanitary Sewer System Optimization

The City of Newberry provides water and sewer service to more than 1,500 customers. The City owns and operates a sanitary sewer collection system comprised of 22 miles of pipe, 21 lift stations, and a WWTP with an average daily flow capacity of 0.349 million gallons per day. The City recently determined that several of the current lift stations are over capacity, while other lift stations are underutilized. In addition, with new development occurring in the north of the City, sewer collection system capacity to accommodate future flows is of concern, and the City wishes to proactively address capacity issues before any new development is online. Woodard & Curran designed a sewer reconfiguration concept that improved upon the current system. Because additional flow will be soon be discharged and/or rerouted to and from existing pump stations, we also evaluated and optimized the pumps at several lift stations.

FDEP Biosolids Permit Renewal & Sprayfield Operational Assessment

Newberry is a small city west of Gainesville, that is home to about 6,000 people. The city owns and operates a sanitary sewer collection system with approximately 22 miles of sewer pipe and a conventional activated sludge WWTP. The system provides sewer service to around 1,500 residential, commercial, and industrial clients. The WWTP utilizes two holding ponds prior to discharging treated effluent to a 39.8-acre spray irrigation system.

Woodard & Curran was hired to develop an application for renewing the city's five-year FDEP discharge permit, which included an assessment of the sprayfield. The firm also helped develop a biosolids plan, audit wastewater operations, and provide recommendations for operational efficiency improvements for the city to consider.

As part of the biosolids plan, Woodard & Curran compiled land disposal mapping, test data, and biosolids application reports. The firm included verification of Slope of Application Zones and a Nutrient Management Plan. All work was completed and submitted to the FDEP ahead of schedule on behalf of the City.

 Jamie Jones, City of Newberry, P.O. Box 369, Newberry, FL 32669

 352.472.1537

 Jamie.Jones@ci.newberry.fl.us

 \$ 94,800

 Project Start: 2016 - Project Completion: Ongoing

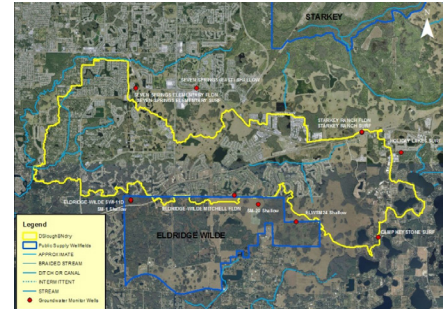
 Project Lead: Justin deMello, PE

Pasco County, Florida

Duck Slough Stormwater Automation

The Duck Slough Watershed comprises an area of 14 square miles in southwest Pasco County that includes seven residential communities that have been affected by periodic flooding. The historic drainage flow is from east to west to the Anclote River and then to the Gulf of Mexico.

The watershed contains numerous operable structures designed to manage the flow, and to mitigate historic flooding in the area. The operation of these structures is presently dependent on manual readings of water levels and then manually adjusting the position of the gates to regulate the flow.



Woodard & Curran has recently begun delivering a design-build project to automate eight of the existing flood control gates, which will improve response times to storm events and help Pasco County staff better manage the flow of stormwater through the watershed to alleviate flooding. The project includes the installation of gate actuators, electrical and fiber-optic services and SCADA control and communications to a new Central Control Center within the Stormwater Administration Building. When completed staff will be able to see culvert water levels or open and close gates either from their vehicles or the control center as necessary.

 George Thomas, PE, Stormwater Management Engineer, 4454 Grand Blvd., New Port Richey, FL 34652

 727.834.3611

 gthomas@pascocountyfl.net

 \$ 1,400,000

 Project Start: July 2020 - Project Completion: Contract Ongoing
(Completion Scheduled for February 2021)

 Project Lead: David Kurtz

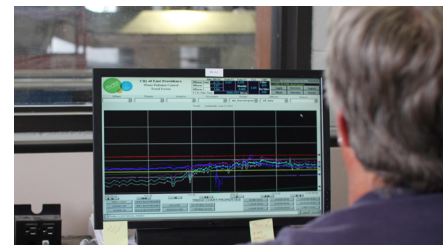
Polk County, Florida

Water/Wastewater/Reclaimed Water SCADA System Maintenance Services

Woodard & Curran provides on-demand emergency repair services to Polk County Utilities for their SCADA system. The SCADA system comprises:

- 21 Water Production Plants producing more than 15 MGD
- 6 Wastewater Treatment Plants treating 7 MGD of wastewater and producing over 5 MGD of reclaimed water for irrigation
- 242 Wastewater Lift Stations

The services that Woodard & Curran provides Polk County Utilities help to assure the County that controls systems required to operate their critical utilities infrastructure runs optimally and continues to deliver the expected operational benefits of automation, efficiency, and reliability.



 Nick Greives, SCADA Manager, 1011 Jim Keene Blvd., Winter Haven, FL 33880

 863.344.2686

 NickGreives@polk-county.net

 \$ 87,500

 Project Start: December 2019 - Project Completion: Contract Ongoing
(Completion Scheduled for December 2021)

 Project Lead: Jeff Souza

Orlando/Orange County, Florida (Water Conserv II)

Largest Water Reclamation Project

Water Conserv II, located in Winter Garden, Florida, is jointly owned by the City of Orlando and Orange County. Since 1996, Woodard & Curran has operated the facility, which is the largest water reclamation project of its kind in the world that combines irrigation and rapid infiltration basins (RIBs). The firm employs 24 on-site personnel, including reclaimed water specialists and technicians, mechanics, electricians, instrumentation specialists, equipment operator, grounds maintenance technicians, structure maintenance technician, laborer, administrative assistant, and project, maintenance and operations managers, who provide operational coverage 24 hours a day, 365 days a year.



Benefiting local agriculture and surrounding communities

Water Conserv II is the first water reclamation project for irrigation of crops destined for human consumption permitted by the FDEP. The process starts with reclaimed water pumped from McLeod Road and South Regional Water Reclamation facilities to the Water Conserv II Distribution Center. The reclaimed water is then distributed to customers for irrigation or to the RIBs through a network of distribution pipes. In addition to recharging the Floridian Aquifer through RIBs, the two reclamation facilities provide reclaimed water to 59 agricultural customers, three golf courses, the Mid-Florida Citrus Foundation, residential use in the City of Ocoee, residential use by Orange County Utilities, an animal shelter, a sand mine, a home owners association for green space landscape irrigation, and two landfills. In total, the system covers 30 square miles, irrigating approximately 2,925 acres of citrus groves. The system consists of:

- a distribution center;
- 21-mile transmission main;
- 70-mile distribution system;
- approximately 3,725 acres of RIBs;
- 60 computer-controlled customer turnout connections;
- 25 surge-protection facilities;
- 25 supplemental water wells; and
- a data collection program to protect groundwater and surface water resources.

The entire process is monitored and carefully controlled by a state-of-the-art SCADA system housed at the distribution center. The system is a dependable, long-term source of irrigation, even during periods of drought. Reclaimed water is provided to agricultural customers at a pressure suitable for micro-sprinkler or impact sprinkler irrigation systems. Citrus growers benefit from alerts when the temperature nears freezing level.

Process monitored by state-of-the-art SCADA system

The process starts with reclaimed water that is pumped from the City's McLeod Road and the County's South Regional Water Reclamation facilities to the Water Conserv II Distribution Center. The reclaimed water is then distributed to customers for irrigation or to the RIBs through a network of distribution pipes. The entire process is monitored and carefully controlled by state-of-the-art SCADA computers located at the Distribution Center.

RIB system helps replenish Floridan Aquifer

There is a total of 71 RIBs located at 8 RIB sites. Each RIB consists of one to five cells and is built over a natural sand ridge ranging in thickness from 30 to 200 feet. The total percolation area of all RIBs is approximately 185 acres. Beneath these surficial sands is a dense concentration of semi-permeable clays, known as the Hawthorn formation. Though the reclaimed water is of sufficient quality to meet most state and federal primary and secondary drinking water standards, it continues to be polished as it travels through the surficial sands and deeper limestone layers before replenishing the Floridan Aquifer.

Growers benefit from reclaimed water irrigation

Agricultural customers are provided reclaimed water at pressures suitable for microsprinkler or impact sprinkler irrigation. Citrus growers also benefit from enhanced freeze protection capabilities, which include alerts when temperatures near the freezing level. The system also serves as a dependable, long-term source of irrigation water, even during droughts.

Project serves as research site

The City, County and Woodard & Curran are participating with the University of Florida's Institute of Food and Agricultural Sciences in an ongoing research and development program on 185 acres at the Mid-Florida Citrus Foundation. The goals of this program are providing a safe and clean environment, studying the long-term effects of irrigating citrus with reclaimed water, finding solutions to challenges facing citrus growers, evaluating agricultural crops for economic viability, studying the effects of golf course irrigation with reclaimed water, and promoting urban and rural cooperation.

Project recognized worldwide as a leader in reuse

Water Conserv II has been recognized through the following awards: the American Consulting Engineers Council's Grand Conceptor Award in 1989; the 2001 Outstanding Project of the Year Award from the National WaterReuse Association for developing and operating an exemplary water reuse program; the 2004 and 2005 Safety Achievement Award, the 2004 and 2005 Gold Level Outstanding Safety Achievement Certificate for 36 months without Lost-Time Incident or Injury and have a lost-time record 51% - 100% below national average, and the 2005 Bronze Fleet Safety Award for outstanding driver performance through Central Florida and the 2006 Silver Outstanding Lost Time Prevention Award from the United Safety Council of Florida; the 2000 Environmental Protection Agency's Region IV Municipal Water Use Efficiency Award for the most innovative and effective reclamation and reuse program in the over 15 MGD category; the Florida Water Environment Association's Dr. David W. York Water Reuse Award in 1994, 2001, and 2007 for the development and operation of an exemplary water reuse program; the Florida Water & Pollution Control Operators Association's Class A Reuse Safety Award for 0 (zero) lost-time incidents or injuries and an exemplary safety program from 1996 through 2007; the 1999, 2000, and 2001 Environmental Excellence Award from the Orange County Environmental Protection Division; the 2007 Award of Merit from the WaterReuse Association for continued dedication to the water reuse community by advancing the acceptance of water reuse through outstanding quality projects; and was selected in 2008 for inclusion in the Florida WaterReuse Association's Florida Water Reuse Trail. The Trail showcases exemplary water reuse project and programs that offer tours of their facilities. Woodard & Curran continues to work with the City and County to improve and upgrade many of the operational and management systems in order to remain on the cutting edge of technology in water reclamation and reuse.

 Vic Godlewski, PE, Wastewater Division Manager, 5100 L.B. McLeod Road, Orlando, FL 32811

 407.246.3221

 Victor.Godlewski@cityoforlando.net

 \$ 6,867,000/Per Year

 Project Start: 1996 - Project Completion: Contract Ongoing

 Project Lead: Glenn Burden



September 11, 2020

To Whom It May Concern:

Woodard & Curran has served as the Utilities Improvement Program Consultant for the City of Tavares since 2008. The diverse technical abilities of Woodard & Curran's local staff have enabled them to respond quickly to the wide-ranging needs of our Utilities Improvement Program. Combining that with the skills of their funding and finance experts, Woodard & Curran has helped the City secure several multi-million dollar grants and loans that has enabled us to build a more robust utility, even in a challenging economy. Working with Woodard & Curran has been a real asset in the continued pursuit of the City's long-term vision.

Woodard & Curran has provided us with an enhanced SCADA system that has helped us in reducing our required Water and Wastewater staffing. The system also helped us to reduce our energy consumption and to meet all new EPA and FDEP regulations.

We are a small community of approximately 15,000 residents. Our Utility Improvement Program had a 5 year, \$32.8M Capital Improvement Rehabilitation Plan that covered water, wastewater, stormwater and reclaim, in which raising rates was not an option. This Utility Improvement Plan is part of the overall City Envisionment Plan for the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Clark". The signature is fluid and cursive, with a long horizontal stroke at the end.

Phillip Clark
Utilities Director, City of Tavares



T.J.FISH, AICP
Director of Transportation
& Public Works

352-429-2141 ext. 2604
Tj.fish@groveland-fl.gov

1153 Sampey Road • Groveland, FL 34736 • www.Groveland-FL.gov

September 14, 2020

To Whom It May Concern
City of Clermont
685 W Montrose Street
Clermont, FL 34711

Ladies and Gentlemen,

The Groveland City Council voted unanimously on September 2, 2019 to enter into a contract with Woodard & Curran to provide operations and maintenance services for all of Groveland's water facilities, including potable water, wastewater and reclaimed water. Over time, the scope has expanded and today, Woodard & Curran also provides on-call, utility planning, design engineering, SCADA and funding services to the City.

Since day one, the City of Groveland has experienced numerous benefits, and has made progress on a number of fronts as it relates to water services. Please allow me to share with you the following examples:

- Within a few weeks after assuming responsibility for Groveland's wastewater facilities, Woodard & Curran identified and implemented a process re-design that has since saved Groveland millions of gallons per month of potable water formerly used in the facility's operation.
- With assistance from Woodard & Curran, the Groveland Public Works staff presented to City Council an updated ordinance that strengthened rules for industrial users of the wastewater system. On October 7, 2019, the Council unanimously adopted the ordinance, which has allowed the Public Works staff to successfully address a small number of industrial users whose discharge previously caused upsets at the wastewater facility.
- The City of Groveland's potable water system previously has been the subject of occasional customer complaints related to minor discoloration issues. The Woodard & Curran team identified these issues as related to sediment that can occasionally collect within supply lines. The team implemented a systematic program to manually flush supply lines in selected neighborhoods. The team also assisted the City's public information officer in drafting social media posts and utility-bill notices to help communicate these corrective actions. And the team also has begun installing automatic flushing devices at selected locations to make this part of a routine maintenance program.
- The Woodard & Curran team has further assisted the City of Groveland in obtaining grant funding from the state of Florida that has allowed Groveland to undertake facility planning and master plan study of the City's water, wastewater and reclaim water utility infrastructure. The planning studies focus on upgrading the Sampey Road wastewater treatment facility and a new lower Floridan aquifer well to support Groveland's future growth. The master plan will have a 40-year planning horizon and will provide policymakers and Groveland residents a clear road map regarding the decisions the city must make to adequately plan for the future.

City with Natural Charm™



T.J.FISH, AICP
Director of Transportation
& Public Works

352-429-2141 ext. 2604
Tj.fish@groveland-fl.gov

1153 Sanpey Road • Groveland, FL 34736 • www.Groveland-FL.gov

- Woodard & Curran has also completed several planning and engineering tasks included under the on-call agreement including re-permitting of the wastewater treatment facilities; a headworks emergency planning and design project; GIS database development; system-wide hydraulic modeling; technical CUP assistance, well evaluation and abandonment, and development of a Fats, Oils and Grease ordinance.
- Woodard & Curran also has assisted the City of Groveland with many instrumentation and controls projects over the last year. From 24/7 emergency response to communication failures, to replacement of antiquated equipment, the Woodard & Curran SCADA team has been instrumental in driving operational efficiencies into the department.
- Finally, the collective actions taken by both the City and Woodard & Curran have led Groveland to a more favorable financial position related to water services. For the first time in many years, the 2020-21 budget no longer includes a general-fund subsidy to the Water & Sewer Enterprise Fund. This represents a significant improvement to Groveland's overall financial health.

I can say without reservation that these improvements have been accomplished in large part to the spirit of partnership that exists between the City of Groveland and Woodard & Curran. These accomplishments represent the best of what the term "public-private partnership" is truly all about.

Thank you for allowing me to share this information.

Sincerely

T.J. Fish
Public Works Director
City of Groveland

City with Natural Charm™

Project Team and Organization Proposed

Woodard & Curran's project team has been built to deliver to the City of Mascotte our engineering experience, *enhanced with the benefits of our expertise in Grant Funding, SCADA Services, and O&M Experience*. Our **Principal-in-Charge, Scott Shannon, PE** has served in similar roles for communities in Lake County for 22 years. Our **Project Manager, Justin deMello, PE** serves in similar roles for our general engineering support contracts with the Lake County communities of Groveland and Tavares in addition to Mascotte, as well for others throughout Florida. As Utilities Director for the City of Tavares, our **Client Manager, Brad Hayes**, spent 12 years addressing local water supply and water quality issues in Lake County. The organization of our team is presented below, and the capabilities and experience of the individual professional personnel are provided in the resumes that follow.



Principal-in-Charge	Project Manager	Client Manager
Scott Shannon, PE	Justin deMello, PE	Bradley Hayes
Project Team		
Potable Water <i>Practice Lead</i> Robert Little, PE <i>Engineers</i> Renee Lanza, PE Todd Prokop, PE	Stormwater <i>Practice Lead</i> David White, PE, CFM <i>Engineers</i> Joseph Kirby, PE, CFM Daniel Windsor, AICP Hernan Peralta, PE	SCADA Jeffrey Souza Emily Dunn Ellie Guadron-Garcia
Wastewater/Reclaim Water <i>Practice Lead</i> Susan Guswa, PE <i>Engineers</i> Kelly Saikkonen, PE Robert Gaylord, PE, ENV SP Shawn Buckley, EIT Romario Jashari	Construction Brian Martin, PE, CCP Grant Funding Tami Ray Thomas Bryant, PE	O&M Glenn Burden Gregory Parks

In addition to our staff members (above), Woodard & Curran has in-house resources of over 1,130 professionals who will be available to support the Team if needed.

Current Workload

Our current and committed workload was taken into consideration in the development of this proposal. We have the dedicated staff and resources to successfully take on the City's assignment, and can draw from our extensive pool of in-house resources. The team members have a long track record of meeting or exceeding schedule; our combined years of experience enables us to understand how projects come forward for execution. Our track record includes demonstrated performance on our ability to balance workload among our staff to deliver our clients' projects on schedule.



SCOTT SHANNON, PE

PRINCIPAL-IN-CHARGE

Professional Profile

Scott brings 24 years of experience specializing in the delivery of capital improvement projects and programs for municipal water, wastewater, reclaimed water, stormwater, and solid waste utilities. His experience includes capital improvement planning, design, and construction projects for municipal water and wastewater utilities, securing state and federal funding, and serving as owner's agent for public/private partnership projects.

Related Experience

Lake County Water Authority, FL – General Engineering Support Services

City of Bonita Springs, FL – Grant Writing and Support Services

City of Tavares, FL – Water Supply Well Relocation Study

City of Tavares, FL – Downtown Stormwater System Improvements

Prior to joining Woodard & Curran

City of Tavares, FL – Downtown CRA Water and Wastewater System Improvements

Orange County, FL – Hamlin WRF Design

City of Tavares, FL – Expansion of Reclaimed Water Distribution System

City of Palm Coast, FL (et. al.) – Coquina Coast Seawater Desalination Alternative Water Supply Project

Seminole County, FL – Indian Hills WTP Improvements

City of Alachua, FL – Water and Wastewater Master Plan

City of Tavares, FL – Waterfront Entertainment District Stormwater System Improvements

City of Norfolk, VA – Coastal Resiliency Planning and Design

Various Municipalities, FL – Solid Waste System Engineering

Education

- Masters, Environmental Engineering, University of Florida
- Bachelors, Mechanical Engineering, University of Florida

Registrations

- Registered Professional Engineer - FL
- Envision Sustainability Professional - Institute for Sustainable Infrastructure

Professional Associations

- Florida Stormwater Association
 - Florida Water Environment Association
 - Water Environment Federation (WEF)
-



JUSTIN DeMELLO, PE

PROJECT MANAGER

Professional Profile

Justin has 15 years of professional experience working on a wide range of wastewater, water, and water resource projects for municipalities and private sector clients. His municipal infrastructure experience includes planning, permitting, detailed design, bidding, construction oversight, construction administration, start-up and operations of water and wastewater treatment and conveyance systems. As a registered NASSCO PACP/MACP/LACP Trainer, he is an expert in underground infrastructure assessment, design, and rehabilitation using conventional open cut and trenchless technologies.

Related Experience

City of Tavares, FL – Utilities Expansion Support

City of Bushnell, FL – Sumterville Water Treatment Facility

City of Starke, FL – WWTF and Collection System Upgrades

Town of Inglis, FL – Wastewater Planning

City of Groveland, FL – Facility and Master Plans

City of Dunedin, FL – Funding Initiative

City of Gainesville, FL – On-Call SCADA Support

Tampa Bay Water, FL – On-Call Engineering & Operations Consulting Support

City of Punta Gorda, FL – On-Call Engineering Support

City of Flagler Beach, FL – On-Call Engineering Support

City of Minneola, FL – On-Call Engineering Support

City of Apopka, FL – Smart Water Management Assessment/Audit of the Water Utility

City of Newberry, FL – Wastewater Forcemain Relocation

Lake County, FL – Lake County Nutrient Reduction Facility Operations Support

Education

- Masters, Business Administration, Babson College
- Bachelors, Civil Engineering, University of Massachusetts

Registrations

- Registered Professional Engineer - FL, MA
- NASCO Pipeline, Lateral and Manhole Assessment Certification

Professional Associations

- Florida Section of American Water Works Association Member
 - Florida Water Environment Association Member
 - Water Environment Federation, Member
-



BRADLEY HAYES

CLIENT MANAGER

Professional Profile

Brad brings over 40 years of experience in the Water/Wastewater/Stormwater field having worked for both private and municipal organizations, involved in all aspects of project operation and project management. His primary focus include construction field inspection, contract operations management, project fundraising and grant procurement.

Related Experience

Senior Consultant, Woodard & Curran (6/2018 to Present). Brad has nearly 40 years of utility operations and project management experience. He has developed and implemented water, wastewater, stormwater, asset management and SCADA projects involving planning, permitting, design, construction management and operations. Brad is a licensed operator and a highly decorated Public Works Director with dozens of awards for innovation, project and operational excellence, as well as for his personal contributions to industry associations. Brad's career started in the military, he moved to the Northeast as a wastewater operator in both the public and private sectors, and he later migrated to the Southeast where he was Utilities Director for the City of Tavares, Florida for 12 years. Subsequently, Brad joined Woodard & Curran as a Senior Consultant to help develop and implement utilities projects and supports utility operations.

Brad is on the Board of Directors for the Florida Water Environment Association (FWEA), a stormwater trainer with the Florida Water Pollution Control Operators Association, and an active member of Florida Reuse Association, Florida AWWA, Florida Stormwater Association, Florida Rural Water Association, and the Florida League of Cities.

Education

- Bachelors, Management, University of Massachusetts- Dartmouth
- Bachelors, Human Resource Management, University of Massachusetts-Dartmouth
- Water/Wastewater Management, Water Biology, Hazardous Waste Management, Industrial Wastewater, University of Massachusetts-Lowell
- Associate, Business Administration, Bristol Community College

Registrations

- Class "A" Collection Systems - Florida
- Class "B" Water Treatment - Florida
- Class "B" Wastewater Treatment - Florida
- Level 1 Water Distribution - Florida
- Stormwater Erosion Control Inspector- Florida
- Stormwater Class "A" - Florida
- OSHA Hazwoper 40 Hr.
- Backflow Prevention Assembly Tester - Florida

Professional Associations

- Florida Water Pollution Control Operators Association, Member and Stormwater Instructor
 - Water Environment Federation, Board of Director Member
 - Florida Reuse Association
 - Florida Stormwater Association
 - Florida Rural Water Association
-



ROBERT LITTLE, PE

PRACTICE LEADER - POTABLE WATER

Professional Profile

Rob has over 25 years of experience with the evaluation, planning, design, and construction of water works facilities. He has worked on a wide variety of projects ranging from hydraulic modeling, distribution system analysis and infrastructure planning to water treatment facility, pumping station, storage tank and water main design. He is experienced in evaluating water treatment, pumping and storage facilities and has a thorough knowledge of current and known future drinking water regulations. Rob is the Manager of Woodard & Curran's water practice and is a senior technical expert in the area of hydraulics, pumping, treatment and storage.

Related Experience

City of Groveland, FL – Utilities Master Plans

City of Tavares, FL – Utilities Expansion Support

City of Bushnell, FL – Sumterville Water Treatment Facility

Town of Cumberland, RI – Diamond Hill Road Water Main Replacement

Town of Mansfield, MA – Vulnerability Assessment

Southington Water Department, CT – Vulnerability Assessment

University of New Hampshire, Durham, NH – Water Treatment Plant Replacement

City of Lawrence, MA – Distribution System Hydraulic Model

City of Leominster, MA – Water System Improvements

Lowell Regional Water Utility, Lowell, MA

- Water Main Replacement Program
- Water Distribution System Improvements
- Water System Infrastructure Improvements
- WTP and Pumping Station Upgrades

Education

- Bachelors, Civil/Environmental Engineering, University of Vermont

Registrations

- Registered Professional Engineer - MA, MO, NH, NV, RI
- NCEES License - Various

Professional Associations

- American Water Works Association
 - New England Water Works Association, Residual Committee
-



RENEE LANZA, PE

ENGINEER - POTABLE WATER

Professional Profile

Renee has over eight years of experience in water system and treatment process design, and assisting in the operations and management (O&M) of water treatment and wastewater treatment projects for clients in the municipal and private sectors. Projects include the design of distribution system upgrades, pump stations, and water treatment plant upgrades as well as associated environmental and design permitting. In addition, she has worked on a variety of other projects including lead and copper compliance, water audits, utility billing system selection, funding applications, CMMS upgrades, and water quality analysis.

Related Experience

City of Groveland, FL – Facility and Master Plans

City of Fall River, MA – Risk and Resilience Assessment (RRA) in Compliance with America's Water Infrastructure Act

University of New Hampshire, Durham, NH – Water Treatment Plant Replacement

City of Marlborough, MA – Millham Water Treatment Plant Upgrades

Town of Manchester-by-the-Sea, MA – Water System Improvements

Town of Winthrop, MA – Contract 4, Water Main Improvements

City of Lynn, MA – Lead Contamination Control Act (LCCA) Compliance Assistance

City of Lowell, MA

- Risk and Resilience Assessment (RRA) in Compliance with America's Water Infrastructure Act
- Residuals Handling Facility
- Water System Improvements

Town of Cumberland, RI

- Water Supply System Management Plan and Clean Water Infrastructure Replacement Plan
- Fisher Road Water Storage Tank Upgrade
- Water Supply Facilities Emergency Generator Installation

Education

- Masters, Civil/Environmental Engineering, Worcester Polytechnic Institute
- Bachelors, Environmental Engineering, Worcester Polytechnic Institute

Registrations

- Registered Professional Engineer - MA

Professional Associations

- New England Water Works Association (NEWWA)
 - American Water Works Association (AWWA)
 - American Society of Civil Engineers (ASCE)
 - Boston Society of Civil Engineers Section (BSCES)
-



TODD PROKOP, PE

ENGINEER - POTABLE WATER

Professional Profile

Todd has over 12 years of experience in drinking water distribution system and treatment process design for clients in the municipal and private sectors. Projects include the development of distribution system upgrades, pump stations, chemical feed stations, and chemical comparisons. Todd has developed a comprehensive knowledge of water distribution system engineering.

Related Experience

Town of Andover, MA – High Street Area Water Main Improvements Project

City of Boston, MA – Emergency Water Supply to Long Island, Boston Harbor

City of Lowell, MA

- Phase 1 Transmission Main Extension
- High Pressure Water Main Replacement
- Humphrey Street Water Main Replacement Project
- Redundant Transmission Main Project
- Finished Water Main Improvements
- Hunt Falls Bridge Water Main Replacement Project
- Water System Infrastructure Improvements
- Redundant Raw Water Main

City of Lawrence, MA

- Water Main Replacement
- Distribution System Improvements
- City-wide Hydrant Assessment
- South Lawrence Water Main and Valve Replacement and Assessment

Town of Cumberland, RI

- Diamond Hill Road Water Main Replacement
- Groundwater Supply Design
- Fisher Road Water Storage Tank Upgrade

Dracut Water Supply District, Dracut, MA

- 2016 Undersized Water Main Replacement, Phases 1-3
- State Forest Booster Pump Station Discharge Main Upgrades

Education

- Masters, Environmental Engineering, Worcester Polytechnic Institute
- Bachelors, Civil Engineering, Worcester Polytechnic Institute

Registrations

- Registered Professional Engineer - MA

Professional Associations

- American Water Works Association
- New England Water Works Association

Publications/Presentations

- “Providing Emergency Water Supply to Long Island,” NEWWA Spring 2017 Presentation
-



SUSAN GUSWA, PE

PRACTICE LEADER - WASTEWATER/RECLAIM

Professional Profile

Susan is a Senior Principal with 24 years of experience and serves as Woodard & Curran's Municipal Wastewater Practice Leader. Her focus is on treatment and nutrient removal for water resource recovery facilities with broad experience encompassing biosolids management, collection systems and pump stations, stormwater, and reuse water. Her role on projects includes setting the technical direction and project reviews as well as detailed design. She effectively coordinates with local governments and utilities, regulatory agencies, and vested stakeholders.

Susan is a WEF Delegate for the New England Water Environment Association and also served a past chair of the Program and Plant Operations Committees. For the Water Environment Federation (WEF), she currently leads the Public Education Workgroup in the House of Delegates.

Related Experience

City of Starke, FL – Wastewater Treatment Facility Upgrades

City of Tavares, FL – Utilities Support

City of Newberry, FL – Biosolids Permit and Nutrient Management Plan

City of Northampton, MA – WWTP Upgrades

City of Westfield, MA – Ammonia-Based Aeration Control Upgrades and Optimization

City of O'Fallon, MO – WWTP Ammonia & High Flow Discharge Upgrades

City of Troy, MO – Southeast WWTF Upgrades

Town of Enfield, CT – WPCF Upgrade Design

South Hadley and Adams, MA – Treatment Plant Upgrades

Town of Suffield, CT – Wastewater Facilities Planning

Town of Southington, CT – Wastewater Facilities Planning

Groton Utilities, CT – Wastewater Treatment Facility Evaluation

Millbrae Water Pollution Control Plant, Millbrae, CA – WPCP Water Reuse Study

Education

- Masters, Civil & Environmental Engineering, Stanford University
- Bachelors, Civil & Environmental Engineering, Duke University

Registrations

- Registered Professional Engineer - CA, CT, MA

Professional Associations

- New England Water Environment Association, Program Committee, Past Chair
 - New England Water Environment Association, Plant Operations Committee, Past Chair
 - Water Environment Federation
 - Connecticut Association of Water Pollution Control Authorities
 - Massachusetts Water Environment Association
-



KELLY SAIKKONEN, PE

ENGINEER - WASTEWATER/RECLAIM

Professional Profile

Kelly is an engineering project manager with 16 years of experience in wastewater, reuse and biosolids industries. She has extensive experience with design, regulatory permitting and coordination, construction, operations and alternative project execution methods, including design-build.

Related Experience

City of Groveland, FL – Utilities Master Plans

City of Newberry, FL – Biosolids Permit and Nutrient Management Plan

City of Bushnell, FL – Sumterville Water Treatment Facility

City of Starke, FL – Facility Support

Prior to joining Woodard & Curran

City of Lake Buena Vista, FL – Anaerobic Digestion, Digestate Thermal Drying and Renewable Energy Facility

City of Mountain View, CA – Design-Build of a Wastewater Treatment and Reuse System

Bucks County, PA – Wastewater Treatment and Effluent Drip Dispersal System

Long Island, NY – New Membrane Bioreactor Wastewater Treatment Plant (WWTP)

Bucks County, PA – Permitting and Design

Lewiston-Auburn, ME – Anaerobic Digestion and Cogeneration Energy Recovery Facility

City of New York, NY – Energy Audits at Wastewater Treatment Plants (WWTPs)

Blue Plains, Washington DC – Thermal Hydrolysis Facility

City of Yonkers, NY – Gas Conditioning System

Orange County, NY

- Water Supply, Treatment and Storage System
- Permitting and Design

Education

- Masters, Biological & Environmental Engineering, Cornell University
- Bachelors, Agricultural and Biological Engineering, Cornell University

Registrations

- Registered Professional Engineer - NY
-



ROBERT GAYLORD, PE, ENV SP

ENGINEER - WASTEWATER/RECLAIM

Professional Profile

Robert has over 16 years of experience in facility design, piloting, master planning and engineering studies. His academic and professional tenure has produced award-winning projects on regional and international engineering platforms. He has published a variety of environmental engineering subjects.

Related Experience

City of Tavares, FL

- Utilities Extensions
- Well Heads 3 & 4 Relocation

City of Starke, FL

- WWTP Upgrades
- Collection System Upgrades

City of Groveland, FL

- Headworks Evaluation
- Sprayfield Permitting and Well Installation

City of Bushnell, FL – Stormwater Inspections

City of Newberry, FL – NPDES Permit Renewal

Education

- Masters, Business Administration, University of South Florida
- Masters, Environmental Engineering, University of South Florida
- Bachelors, Civil and Environmental Engineering, University of South Florida

Registrations

- Registered Professional Engineer - FL
 - Envision Sustainability Professional - Institute for Sustainable Infrastructure
 - Six Sigma Black Belt
 - Utility Management Certification
-



SHAWN BUCKLEY, EIT

ENGINEER - WASTEWATER/RECLAIM

Professional Profile

Shawn has over four years of experience working in the water and wastewater treatment industry. As an operator, he monitored the daily operation of a 120 MGD surface water treatment facility in Tampa, FL serving more than 6 million customers in the Tampa Bay area. Shawn has also traveled the country, pilot testing leading edge treatment technologies for municipal clients engaged in treatment plant expansion projects.

Related Experience

City of Tavares, FL – Water System Hydraulic and Wastewater Model

City of Starke, FL – Collection and Wastewater Treatment Facility Upgrades

City of Bushnell, FL – Water Treatment Plant Upgrades and CEI Services

Town of Inglis, FL – Collection System Planning and Design

City of Groveland, FL – Industrial Pretreatment Program

Prior to joining Woodard & Curran

City of Portsmouth, OH – DEP Water Treatment Approval Project

Town of Vernon, CT – DiscFilter Bid Validation

Tampa Bay, FL – Surface Water Treatment Plant

Education

- Bachelors, Chemical Engineering, University of South Florida

Registrations

- Engineer-in-Training
- FL DEP Drinking Water Operator Class C

Professional Associations

- AIChE

Technical Expertise

- Treatment Plant Operation
 - Hydraulic Modeling
 - Pilot Studies
-



ROMARIO JASHARI

ENGINEER - WASTEWATER/RECLAIM

Professional Profile

Romario has over a year of environmental and civil engineering experience working on wastewater, water and stormwater projects for private and municipal clients. After joining the Woodard & Curran team in Lakeland, FL, Romario has focused on projects related to Hydraulic Modeling & Analysis for Water and Wastewater Networks. He has proficient experience in systems analysis in InfoWorks ICM, InfoWater, ArcMap GIS and drafting construction projects in AutoCAD Civil 3D. His project experience is focused on planning, permitting and engineering design.

Related Experience

City of Tavares, FL – Wastewater Hydraulic and Water Model

City of Groveland, FL

- Reclaimed Water Hydraulic Model
- Permit Renewal
- Facility and Master Plans

City of Newberry, FL – Permit Renewal

Prior to joining Woodard & Curran

Tahiti Mobile Village, Inc., Estero, FL – WWTF Capacity Analysis Report

Hillsborough County Schools, Tampa, FL – Potable Water Supply Upgrades

Education

- Bachelors, Chemical Engineering, University of South Florida

Professional Associations

- American Institute of Chemical Engineers

Technical Expertise

- Water & Wastewater System Hydraulic Modeling
-



DAVID WHITE, PE, CFM

PRACTICE LEADER - STORMWATER

Professional Profile

David is the Leader for Stormwater Engineering and Infrastructure Practice and is a senior technical expert in the area of stormwater/green infrastructure, hydraulic and hydrologic, and flood mitigation. He is a professional civil engineer with over 25 years of technical and project management experience in design, permitting and construction of stormwater related infrastructure projects in both riverine and coast environments throughout the United States. He specializes in directing and managing multi-disciplinary project teams of engineers, scientists, and regulatory specialists to obtain entitlements for commercial, residential, industrial, infrastructure, and public works projects from local, state, and federal regulatory agencies. His project experience includes seeing development projects from the conceptual planning phase through permitting, design, and construction; including site layout, roadway and access design, grading, stormwater management, and utility infrastructure assessment and design.

Related Experience

Town of Easton, MA – On-Call Engineering Service

Town of Burlington, MA – Design Review Services

City of Salem, MA

- North River Flood Impact Evaluation
- Canal Street Flood Mitigation Project

City of Quincy, MA

- Spence Avenue Flood Mitigation Project
- Storm Preparation and Damage Assessment

North Quincy, MA – Drainage Rehabilitation, Quincy, MA

City of Fall River, MA – Integrated Master Plan (IMP)

Village of Scarsdale, NY – Cayuga Pond Water Quality Improvement and Flood Mitigation

Town of North Andover, MA – Waverly Road Improvements

Town of Littleton, NH – Grove Street Sanitary Sewer and Infrastructure Improvements Project

Education

- Masters, Civil Engineering, Northeastern University
- Bachelors, Civil Engineering, University of Massachusetts

Registrations

- Registered Professional Engineer - MA, RI
- Certified Floodplain Manager (CFM) - Association of State Floodplain Manager
- Licensed Soil Evaluator - MA
- Licensed Septic System Inspector
- 10-Hour Construction Training

Professional Associations

- American Society of Civil Engineers, Member
- Association of State Floodplain Managers, Member
- BSCE, Governmental Affairs and Professional Practices Committee, Committee Member
- Essex County Highway Association, Member
- Massachusetts Highway Association, Member

Specialized Training

- FM Global - Flood Assessments & Mitigation
-



JOSEPH KIRBY, PE, CFM

ENGINEER - STORMWATER

Professional Profile

Joseph is a Technical Manager with expertise in hydraulic and hydrologic studies, FEMA Flood Insurance Studies (FIS) and Risk Assessments, floodplain mapping, flood mitigation, NFIP regulatory compliance and permitting, drainage design, system modeling, methods and process development. He has 24 years of diverse engineering experience and has spent the last 18 years in water resource; managing, supporting and performing drainage system and flood hydraulic and hydrologic studies for local, state and federal clients.

Related Experience

Kennebunk Sewer District (KSD), Kennebunk, ME – FEMA Levee Certification and Accreditation

City of Norwalk, CT – City-Wide Storm Drainage System Evaluations to Mitigate Flooding

Town of Newton, MA – Drainage System Analysis

City of White Plains, NY – City-wide Stormwater Mapping and Analysis

Town of Winthrop, MA

- Town Center Site Improvements Phase I
- Ingleside Park Alternative Analysis

City of Quincy, MA

- Miller/Cross/Furnace Ave Flood Control Project
- Brewers Corners Flood Mitigation Alternative Analysis

Education

- Bachelors, Forestry Engineering, University of Maine

Registrations

- Registered Professional Engineer - ME, NC
- 40-Hour HAZWOPER Training - OSHA
- Certified Floodplain Manager

Professional Associations

- Association of State Floodplain Managers
- New England Water Environment Association

Technical Expertise

- H&H Analysis, 1D & 2D Systems
 - Drainage Assessment
 - Flood Mitigation
 - FEMA NFIP & Studies (FIS)
 - Floodplain Management
 - Flood Mapping
 - Project Management
 - GIS Data Management & Analysis
 - Enterprise GIS Systems
 - IT & IS
-



DANIEL WINDSOR, AICP

ENGINEER - STORMWATER

Professional Profile

Daniel brings over 16 years of experience in Community Planning and Development, Land Use Planning and Policy Alignment for public and private clients. He is a nationally certified planner (AICP), a licensed professional planner in New Jersey (PP) and leads the Urban Revitalization Practice at Woodard & Curran. Daniel has been involved in the collaboration of addressing complex urban challenges and has led the design and project management of urban design and planning projects that look to balance economic revitalization and development potential with responsible growth and the commitment to the environment. Daniel frequently conducts zoning and regulatory reviews and works with clients on various projects such as Redevelopment Initiatives, Master Planning, Place Making Strategies, Community Engagement, Resiliency Planning and Long-term Visioning. Overall, his work aims to promote a triple bottom line approach of social benefit, environmental stewardship and long-term economic sustainability in community planning and design.

Related Experience

City of Quincy, MA – Town Brook Community Revitalization Plan

Long Island University Post Campus – Sports District

Prior to joining Woodard & Curran

AECOM, Senior Planner/Urban Designer and Studio Lead (Selected Projects)

- MTA Site Evaluation and Development Scenarios
- NY Downtown Revitalization Initiative-Amsterdam, NY
- Brooklyn ULURP rezoning

Perkins + Will, S Senior Planner/Urban Designer and Studio Lead (Selected Projects)

- NYCEDC Water Street Visioning and Zoning Study
- NYCEDC Long Island City Assemblage Development Study
- NYCEDC Citywide S&T Zoning Evaluation & Recommendations
- Columbia University On-Call Zoning Analysis
- City of Providence Downtown and Knowledge District Plan

Education

- Masters, Architecture, Columbia University
- Bachelors, Architecture, University of Southern California

Registrations

- American Institute of Certified Planners (AICP)
- Professional Planner - NJ

Professional Associations

- American Planning Association
-



HERNAN PERALTA, PE

ENGINEER - STORMWATER

Professional Profile

Hernan has over 10 years of civil/site engineering experience specializing in design, from conceptual planning through permitting, and construction services. He provides civil/site design services including site layout, grading, roadway design, earthwork, septic system design, utility design, cost estimate and construction oversight. Hernan also specializes in stormwater design from watershed delineation to hydraulic and hydrological analysis using programs such as HydroCAD, Hydraflow Storm Sewer, and Hydraflow Express.

Related Experience

Town of Westbrook, CT – Town Center Parking Improvements

City of Salem, MA – Canal Street Flood Mitigation Project

City of Salem, MA – Canal Street Drainage, Sewer and Water Improvements

City of Quincy, MA – North Quincy High School Teel Field

City of Melrose, MA – Highlands Streetscape Improvement Project

Confidential Pet Client, Allentown, PA – Stormwater Infrastructure

Brown University, Providence, RI

- Stormwater Master Plan
- Drainage Improvements

Johnson & Wales University, Providence, RI

- Athletic Field Master Planning and Design
- Radisson Airport Hotel Parking Lot
- Center for Culinary Excellence

Education

- Bachelors, Civil Engineering,
University of Rhode Island

Registrations

- Registered Professional Engineer - RI
- Licensed Soil Evaluator - MA

Professional Associations

- American Society of Civil Engineers
-



BRIAN MARTIN, PE, CCP

CONSTRUCTION

Professional Profile

Brian has 28 years of engineering and construction experience for clients in the public and private sectors. He serves as Senior Technical Manager in Woodard & Curran's Water group, providing technical leadership to our municipal infrastructure projects and driving innovation in the firm's municipal water practice. Brian's design project experience includes permitting, designs, quality control/assurance, constructability reviews, cost estimating, construction administration. Brian's construction experience includes estimating, field engineering, foreman, superintendent, and project management. He has worked on projects ranging in size from \$25M to \$153M, including water and wastewater facilities, water distribution systems, wastewater collection systems, roads, landfills, historic building modifications, existing-facility modifications, and communications sites and related foundations.

Related Experience

Town of Inglis, FL – Wastewater Facility Planning

City of Tavares, FL – Utility Extension

Town of Ashland, NH – Headworks and Septage Receiving Facility

Town of Winthrop MA – Centre Business District Infrastructure Improvements

Prior to joining Woodard & Curran

NASA, Kennedy Space Center, Merritt Island, FL – Revitalization of Water and Wastewater Systems, Phases 3 & 4 and Infrastructure Modifications Launch Pad 39

Pinellas County Utilities, Tarpon Springs, FL – Water Blending Facility

Putnam County, FL – East Putnam Regional Water System

On Top of the World Communities, Ocala, FL – Clearwater WWTP and Reclaimed Water System Expansion and WTP No. 3 and South WWTF, Phase II Reclaimed Water System

City of Alachua, FL – Paul O'Dea Advanced Water Reclamation Facility

Education

- Bachelors, Civil Engineering, University of Maine

Registrations

- Registered Professional Engineer - FL, ME
- Certified Cost Professional

Professional Associations

- Association for the Advancement of Cost Engineering International (AACEI) Member
-



TAMI RAY

GRANT FUNDING

Professional Profile

In her 32-year career, Tami has a wide variety of grant and loan experience with a strong emphasis on federal and state program development and multi-discipline project funding and management. Her experience and knowledge come from a diverse background including working for city and county government, serving design firms as a program development specialist, owning and operating a multifaceted Florida-based corporation, and serving as Director of Program Development for a Design/Build-CM@Risk Firm. Tami has proven her ability to provide a comprehensive approach utilizing numerous funding programs to realize the total project potential. Her experience in planning, administration, permitting, engineering, and construction has given her the ability to provide flexibility to local governments working within the boundaries of promulgated rules and requirements.

Related Experience

Tami has led a team of professionals that includes engineers, planners, financial specialists and administration specialists. She has initiated financial planning programs that created over \$4B in design and construction. The following are projects she has participated.

City of Mascotte, FL – Funding Initiative

City of Groveland, FL – Funding Initiative

City of Tavares, FL – Funding Initiative

City of Bushnell, FL – Funding Initiative

City of Starke, FL – Funding Initiative

City of Dunedin, FL – Funding Initiative

Town of Inglis, FL – Funding Initiative

Prior to joining Woodard & Curran

City of Largo, FL

City of St. Augustine and St. Johns County, FL

City of North Miami, FL

Hernando County, FL

Education

- Bachelors, Business/Finance, Riley College

Professional Associations

- America Grant Consultants

Technical Expertise

- Grantsmanship
 - Intergovernmental Coordination and Agreements
 - Public Participation
 - Request for Inclusion
 - Capital Finance Planning
 - Program Draw Requests
 - Monitoring and Status Reporting
 - Legislative Coordination
 - Agency Coordination
 - Fiscal Analysis
 - Alternative Financial Planning
 - Alternative Analysis
 - CIP Review
 - Program Administration
-



THOMAS BRYANT, PE

GRANT FUNDING

Professional Profile

Tom provides civil engineering planning services related to water and wastewater systems. He brings over 40 years of experience working with communities to master-plan improvements to existing infrastructure and system expansion for growth. His goal is to provide a common-sense, hands-on approach to problem solving through direct involvement with utility operations, combining the latest technology and processes to create a quality, long-term facility that results in minimal operating and maintenance cost. From concept to completion, he is directly involved in every aspect of a project to ensure that budgets and schedules remain on task and that the end product is as planned. Tom strives to maintain long-term relationships with clients through providing outstanding customer satisfaction.

Related Experience

City of Groveland, FL – Water and Wastewater Facility Planning

City of Tavares, FL – Asset Management

City of Bushnell, FL – Funding Initiative

City of Starke, FL – Collections System Upgrades

City of Dunedin, FL – CW Facility Planning

Town of Inglis, FL – Wastewater Facility Planning

Prior to joining Woodard & Curran

Funding Programs for Clean Water and Drinking Water Projects - Statewide. His total grant funding involvement to date is estimated at \$2 billion. Most recent successful SRF program included the City of Largo, Florida which had a cost in excess of \$83M for a consent order resolution via FDEP

Master Planning for Clean Water and Drinking Water Studies. He works with communities to master-plan improvements to existing infrastructure and system expansion for growth.

City of Tavares, FL – Reclaimed Water Improvements

Various Small Communities – Utility Master Plan Development/Florida Panhandle

Education

- Bachelors, Agriculture Engineering, Auburn University

Registrations

- Registered Professional Engineer - FL, AL
 - General Contractor - FL
 - Underground Contractor - FL
-



JEFFREY SOUZA

SCADA

Professional Profile

Jeff has nine years of experience programming, designing, and implementing Programmable Logic Controllers (PLCs), Operator Interface Terminals (OITs) and Human Machine Interfaces (HMIs) for water and wastewater projects. His responsibilities also include developing automated reports, networking systems through radio/ethernet/fiber optic/DH+/serial/modbus communications, training staff and operators, developing Operations & Maintenance manuals, and field/emergency services to clients.

Related Experience

City of Groveland, FL – Instrumentation and Controls Engineering

City of Starke, FL – Instrumentation and Controls Engineering

City of Tavares, FL – Instrumentation and Controls Engineering

Town of Davie, FL – SCADA Service, Computer and Software Upgrade

Pasco County, FL – SCADA Service

Town of Montverde, FL – SCADA Service

Polk County, FL – SCADA Service

Town of Warren, RI – Instrumentation and Controls Engineering

Town of Billerica, MA – SCADA System for Wastewater Collection System

Town of Provincetown, MA – Instrumentation and Controls Engineering

Town of South Windsor, CT – Instrumentation and Controls Engineering

Education

- Bachelors, Electronics Engineering Technology, New England Institute of Technology

Technical Expertise

- PLC programming experience includes RSLogix500 and RSLogix5000 for Allen-Bradley controllers.
- OIT/HMI programming experience includes PanelBuilder32, FactoryTalk View Studio SE/ME, RSView32, Proficy iFIX, Microsoft Visual Studio, Subnet Substation Server, and Open Automation OPC systems.
- AutoCAD experience designing control panel drawings.

Specialized Training

- NFPA 70E Electrical Safety Awareness (Arc Flash) training
-



EMILY DUNN

SCADA

Professional Profile

Emily has over four years of instrumentation engineering experience working on wastewater and water projects across the East Coast. Her project experience includes programming, designing, and implementing Programmable Logic Controllers (PLCs), Human Machine Interfaces (HMIs) and Operator Interface Terminals (OITs) for water and wastewater projects. With all of this included, some of her other responsibilities are field service to clients in emergencies, networking systems (ethernet, radio, fiber, etc.), computer upgrades, developing reports and working with/training operators.

Related Experience

City of Groveland, FL – Instrumentation and Controls Engineering

Polk County, FL – Instrumentation and Controls Engineering On-Call Service

City of Tavares, FL – Instrumentation and Controls Engineering

Schneider Electric, MA – Instrumentation and Controls Engineering for a Sump Discharge System

Presque Isle Utility District, ME – Instrumentation and Controls Engineering and SCADA Service

Hows Corner Superfund Site, ME – Instrumentation and Controls Engineering and SCADA Service

Town of Medfield, MA – Instrumentation and Controls Engineering and SCADA Service

City of Portland, ME – Instrumentation and Controls Engineering and SCADA Service

Education

- Bachelors, Electrical Engineering Technology, University of Maine

Technical Expertise

- PLC programming experience includes: RSLogix 500, RSLogix5000 and Connected Components Workbench for Allen-Bradley controllers; DirectSOFT 6 for Automation Direct controllers; UnityPro XL for Schneider Electric controllers
 - OIT/HMI programming experience includes: FactoryTalk View Studio SE/ME, RSView32, Proficy iFIX, C-more and VTSCADA
 - Reporting software XLReporter, which she uses to generate daily, weekly, and monthly reports for several different Water/Wastewater plants
 - Designing/editing control panel drawings with AutoCAD
-



ELLIE GUADRON-GARCIA

SCADA

Professional Profile

Ellie has over a year of instrumentation and controls engineering experience working on wastewater and water projects. Her project experience includes programming and implementing Programmable Logic Controllers (PLCs) and designing Operator Interface Terminals (OITs) and Human Machine Interfaces (HMIs).

Related Experience

Polk County, FL – Instrumentation and Controls Engineering On-Call Service

City of Tavares, FL – Instrumentation and Controls Engineering

City of Groveland, FL – Instrumentation and Controls Engineering

Webster, MA – Instrumentation and Controls Engineering

Education

- Bachelors, Chemical Engineering, University of South Florida
- Associates, Engineering, Hillsborough Community College

Professional Associations

- American Institute of Chemical Engineers

Technical Expertise

- PLC programming experience includes RSLogix500/5000 and Studio 5000 for Allen-Bradley controllers
- OIT/HMI programming experience includes FactoryTalk View Studio SE/ME, Proficiency iFix, and VTSCADA

Specialized Training

- NFPA 70E Electrical Safety Awareness (Arc Flash) Training
-



GLENN BURDEN

O&M

Professional Profile

Glenn has 30 years of experience in the management, operation and maintenance of municipal water, wastewater and reclaimed water treatment and distribution facilities. These facilities were designed for the treatment and distribution of public access reuse and the use of an extensive RIB (Rapid Infiltration Basin) system designed for the recharge of the Floridan aquifer.

His experience also includes providing WWTP troubleshooting, laboratory for process control, training of new personnel, implementation of data collection via tablets and smartphones, interpretation of data and reporting, operation of SCADA systems, groundwater sampling, biosolids handling, lift station operations, meter reading and billing.

Related Experience

Groveland, FL – Contract Operations

Polk City, FL– Contract Operations

Inverness, FL – Utility Contract Operations

Water Conserv II, Orlando, FL – Contract Operations

Confidential Airline, GA – HazWaste and Compliance Safety

Education

- Bachelors, Public Administration, University of Central Florida

Registrations

- Wastewater Treatment Operator Level A - FL
- Reclaimed Water Field Site Inspector - FL
- 40-Hour HAZWOPER Training - OSHA
- Stormwater Technician "C"

Professional Associations

- Florida Rural Water Association
 - Florida Water and Pollution Control Operators Association, FW&PCOA Reclaimed Water Field Site Inspector Education Committee
 - Daytona Beach State College, Technical Advisory Board for the Environmental Sciences Department
 - Water Environment Federation
-



GREGORY PARKS

O&M

Professional Profile

Greg has over 20 years of experience in the Municipal and Industrial Wastewater Fields. He specializes in identifying, evaluating and implementing innovative technologies and operations practices to maximize a treatment facilities' capabilities while minimizing treatment costs associated with sludge, chemistry, energy and manpower. Over the course of his career, Greg has worked to enhance 100+ Municipal and Industrial WWTPs in North America, South America, Europe, Latin America, the Caribbean, the Middle East and Australia. Today, he works to upgrade and enhance operations at both existing Woodard & Curran's facilities and new potential sites across the United States.

Related Experience

Lakeland, FL – Technical Operations Manager. Leads Innovation and Technology teams to develop BOPs and BATs for new and existing Industrial and Municipal Wastewater Treatment Facilities. Develops capital estimates for upgrades and enhancements as well as 5-20 Year operations and maintenance budget estimates, including power (gas, electric), M&R plus R&R, staffing, lab and safety, chemical, residuals, start-up. Performs financial analysis of potential projects, including life-cycle cost analysis and NPV analysis for new and existing technologies being evaluated for implementation.

City of Starke, FL – Wastewater Treatment Facility Upgrades

City of Groveland, FL – Facility and Master Plans

City of Bushnell, FL – Sumterville Water Treatment Facility

Prior to joining Woodard & Curran

World Water Works, Inc (WWW)., Oklahoma City, OK – Technology Sales

EMC/BOC, O'Fallon, MO – Contract Operations

Mount Holly MUA, Mount Holly, NJ – Municipal WWTP

Education

- Bachelors, Environmental Earth Science, Allegheny College
- Various Courses, Water Resources & Environmental Engineering, Rutgers University-Camden

Professional Associations

- WEFTEC, Member

Technical Expertise

- Septage Treatment
 - Wastewater Treatment Technologies
-

Photographs of Completed Public and/or Private Projects

In addition to the local project experience we have presented, the following pages include photographs of additional projects Woodard & Curran has completed as the prime (lead) consultant.

Water Treatment Plant Design Projects



University of New Hampshire Drinking Water Plant



Hudson, MA PFAS Removal System



Presque Isle, MA UV and Ozone System

Wastewater Treatment Plant & SCADA Design Projects



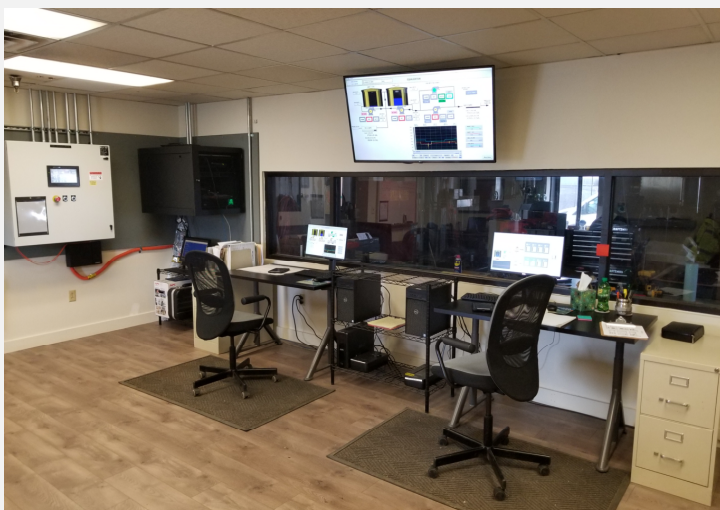
Billerica, MA WWTP



Upper Montgomery Joint Authority, PA WWTP



Oxford, ME Membrane Bioreactor WWTF



SCADA Control Room, (Client Confidential)



Lift Station SCADA Panel

Professional and General Liability Insurance

A sample insurance certificate is provided below and upon selection, an original certificate will be provided to the City.



CERTIFICATE OF LIABILITY INSURANCE

WOOD&CU-01

VSANTOSUOSSO

DATE (MM/DD/YYYY)
3/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169		CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888	
		E-MAIL ADDRESS: boston@amesgough.com			
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Continental Casualty Company (CNA) A, XV			20443
		INSURER B : Continental Insurance Company A(XV)			35289
		INSURER C : American Casualty Co of Reading, PA A(XV)			20427
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6014561812	2/23/2020	2/23/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY OTHER:			6014561843	2/23/2020	2/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			6014561826	2/23/2020	2/23/2021	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC676061262	2/23/2020	2/23/2021	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			114135520	2/23/2020	2/23/2021	Per Claim/Aggregate \$ 1,000,000
A	Pollution Liab			114135520	2/23/2020	2/23/2021	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If AI box is checked, GL Endorsement Form# CNA75079XX, Auto Endt Form# SCA23500D to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

Drone Coverage is included under the General Liability Policy #6014561812 with \$1M per occ/\$2M agg and coverage flows up to Umbrella.

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Firm Brochures

Services to Municipalities

Woodard & Curran has built solid relationships with communities over the past four decades by meeting their civil and environmental engineering needs with tailored, cost-effective, and practical solutions. We help cities, towns, and municipal utilities address their needs in:

- water supply and treatment;
- wastewater systems and process optimization;
- stormwater;
- SCADA implementation and service;
- infrastructure management;
- GIS & Web based information systems;
- energy;
- solid waste;
- civil engineering;
- operations and maintenance consulting services;
- funding and grant assistance;
- energy optimization;
- water resource planning;
- construction administration; and
- permitting and regulatory issues.

Woodard & Curran takes advantage of innovative technologies to provide clients with sustainable cost-effective, high-performance systems that will meet their municipal engineering needs for years to come.

Tailoring solutions to meet clients' needs

We do what it takes to make each project a success, whether it's using new technology to optimize operations and reduce costs or leveraging funding sources to help municipalities achieve compliance. We take advantage of innovative technologies to provide clients with cost-effective, sustainable, high-performance systems that will meet their municipal engineering needs for years to come.

Tapping our pool of experts

Our project teams have the expertise and flexibility to meet the changing needs of clients and of ever-increasing regulations. Because we have access to a diverse group of in-house engineers, scientists, and operations professionals, we can match the right people and skills to the job.

We are one of the few environmental consulting firms that specialize in process design, operations, automation, and information management - four key ingredients for efficient, well-managed utilities.

Clients also benefit from Woodard & Curran's experience with funding strategies, grant/loan administration, and access to short- and long-term financing sources. We leverage lesser-known sources to develop creative and tailored funding packages.

Water supply and treatment

Woodard & Curran combines engineering, science, and operations to protect public health and the nation's water resources. We assist clients with their water treatment and water supply needs through permitting, study, design, new source identification, well development, hydrogeology, demand management, comprehensive plant evaluations, operations troubleshooting, asset management, and master plans. We also perform hydrologic and hydrogeologic modeling to assess complex ecosystem impacts, and we design treatment and distribution system improvements.

Safeguarding our water supply from terrorist and criminal activity is a new, national issue. We help clients develop the best strategies to reduce vulnerabilities and secure facilities against terrorist threats, unauthorized access, contamination, and vandalism.

Wastewater systems

Since Woodard & Curran was founded, we have assisted communities and utilities with the design of wastewater treatment and collection systems that are cost-effective, apply state-of-the-art technology, and meet regulatory requirements. Our in-depth experience includes enhanced nutrient removal, management and disposal of residuals, alternative discharge scenarios, permitting, evaluations, pilot programs, O&M training, and operations improvement programs.



Stormwater

Woodard & Curran has helped a number of communities comply with new stormwater Phase II regulations. We have helped develop stormwater management plans, mapped infrastructure using GIS technology, applied for federal and state Revolving Funds to fund projects, and developed and instituted community outreach and education programs.

Woodard & Curran's stormwater services range from the preparation of NPDES permit applications and drafting Stormwater Pollution Prevention Plans to identification of illicit discharges, pre- and post-development, to the design of stormwater collection and treatment system.



Civil engineering

We provide municipalities with civil engineering services that support the process engineering, solid waste, hazardous waste, and water and wastewater services that communities rely on. Whether acting as a municipality's general engineer or working with a community on a project-specific basis, our civil engineers provide the engineering services and experience needed to assure that all needs are met.

Permitting and regulatory issues

Woodard & Curran has successfully assisted its clients in obtaining regulatory approvals and permits for their operations. Our environmental specialists work with regulators to achieve project solutions that are technically sound, cost-effective, environmentally safe, and acceptable to the public.



Operations and Management

Woodard & Curran offers contract operations and management services to public and private clients nationwide. Our operations and management team includes some of the most experienced personnel in the industry, allowing us to deliver balanced, effective solutions to client problems in ways few other firms can.

We design flexible, expandable solutions to optimize operations, maximize existing assets, and conserve costs. The plants we operate include water, reclaimed water, groundwater, wastewater, and industrial wastewater treatments, and vary in capacity from 50,000 GPD to 50 MGD. Our projects range from direct operational and training assignments or comprehensive plant evaluations and process control improvements to full contract operations. Our team also offers startup assistance through preparation of operations and management manuals, development of standard operating procedures, and system checkout and startup.



Funding Services

Woodard & Curran has a proven track record helping its clients secure funding for water, wastewater, and stormwater infrastructure, community, and economic development projects. Our staff includes experienced grant-writers and municipal financing experts to assist communities with grant applications and developing and implementing long-term capital and project financing plans. We work with all levels of federal, state, regional, and municipal government staff on funding issues and track legislative, regulatory, and program changes that affect the ability of our clients to qualify and compete for grants.

Our staff consist of planners well-versed in the wide array of public and private funding opportunities who consult regularly with federal and state agencies on program



requirements. The funding team works hard to stay abreast of cutting-edge funding and financing developments to better serve our clients. We advise on questions of eligibility, competitiveness, application strategy and packaging, grant and loan administration, and project close-out. We provide audit and regulatory oversight services, and assist clients in defining their projects and developing legislation and interagency agreements to best position them to win funding awards.

Financial Services

Woodard & Curran has a proven track record helping clients with municipal and utility financial consulting, including: rate setting, capital planning, funding plan development, and loan administration. We have a history of developing and implementing water and wastewater rate structures which provide stable, predictable revenue streams to the utilities they serve. Our project team has helped utilities nationwide to gain a better understanding of the drivers of the operational costs and the options available to provide adequate operating funds while maintaining the utilities’ financial sustainability. Our staff includes municipal financing experts who know how to assist communities in developing and implementing long-term capital and project financing plans.



Business Cards of Persons Assigned

Our experts have extensive experience delivering services for a wide range of development projects: from small-scale work to large, complex, multi-service contracts. We bring together a team of experts that will focus on the talents of our local staff but will also draw upon our national expertise when necessary. Included below are our leading management team for the City’s project.



Brad Hayes
Senior Consultant

210 South Florida Avenue | Suite 220
Lakeland, Florida 33801
D 863.354.4426 | M 352.516.4397
bhayes@woodardcurran.com



Justin deMello, PE
Senior Principal | Project Manager

210 South Florida Avenue | Suite 220
Lakeland, Florida 33801
D 863.354.4465 | M 617.877.4936
jdemello@woodardcurran.com



Scott Shannon, PE
Senior Client Manager

210 South Florida Avenue | Suite 220
Lakeland, Florida 33801
M 407.580.1707
sshannon@woodardcurran.com

List of Legal Actions within the Last 10 Years

City of Mascotte, FL

List of legal actions brought against the firm within the last ten years.

- Federated Mutual Ins. Co. v. Central Connecticut Cable Co., CT, HHD-CV196117230-S. Federated Mutual Insurance Company brought a first party subrogation action, as subrogee for Schmidt Electric Co., against Schmidt's subcontractor, Central Connecticut Cable, Co. (CCC), seeking recovery of insurance proceeds allegedly paid in connection with an incident that occurred at the City of Waterbury sewage treatment plant. Federated alleged that CCC improperly cut into an energized cable at the facility while performing the replacement of an electrical cable. CCC then brought a third-party complaint against a number of parties, including Woodard & Curran's client and its subcontractors. The matter is pending.
- A.J Virgilio Construction, Inc. v. Town of Easton and Woodard & Curran, MA, 19-056. The contractor to the Town of Easton on a sanitary sewer construction project brought this lawsuit against Woodard & Curran's client, the Town, alleging, inter alia, breach of contract, and W&C. The matter is pending.
- Town of Peterborough. v. Woodard & Curran, NH, Civil No. 16-cv-198-LM. The Town of Peterborough, NH initiated this lawsuit asserting a claim for funding-related damages in connection with an engineering project at the Town's Wastewater Treatment facility. The matter is resolved.
- Lexington Ins. Co. v. C.C. Construction, Inc., et al., MA, Civil No. 16-1992F. Lexington Insurance Company brought a subrogation lawsuit against C.C. Construction and Woodard & Curran, seeking recovery of \$50,000 it alleged it paid to its insured, the Pineapple Inn, for damage from a sewer back-up. The matter is resolved.
- HK&S v. Dible et al., RI, 12-14-M. A general contractor initiated this lawsuit against Woodard & Curran's municipal client after it was not awarded a project by the Town. The Rhode Island Superior Court granted in full Woodard & Curran's Motion for Summary Judgment in this case.
- Feliciano et al. v. Cate Street Capital et al., and related action, WY, 13CV162-S. Woodard & Curran was one of four defendants in this lawsuit in connection with a Cate Street Capital project at their Red Desert Reclamation facility in Wyoming. The matter is resolved.
- Town of Swampscott v. Weston & Sampson CMR, Inc., et al., MA, 2012-01996-C. In a subrogation action, the Town's insurance company initiated this lawsuit against several defendants, including the contractor that installed the pipe, in connection with a pipe break that occurred at a pumping station. All parties agreed to dismiss Woodard & Curran from the case via a stipulation of dismissal with prejudice.

October 21, 2020
Confidential

Proof of the Firm's Certification as a Minority Business Enterprise

Woodard & Curran is not a Minority Business Enterprise.



Appendix A

ADDENDUM(S)

Woodard & Curran acknowledges the following Addendum(s) included herein:

- Addendum 1: Posted October 29, 2020

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ADDENDUM NO. 1

DATE: October 29, 2020
RFQ NO: RFQ #20-02
PROJECT: Consulting Engineering Services – Utilities Capital
Project Delivery

ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERCATIONS IN THE ABOVE REFERENCED PROJECT

Questions received from bidders:

- Can you please clarify the criteria for awarding points in the categories of “Office Location” **proximity to City of Mascotte** and “Status as Certified Minority Business Enterprise?” **Registered with State of Florida**
- How are subcontractors considered in the scoring criteria? **There is no points system for subcontractors. Subcontractors qualifications, experience, legal actions, etc. should be noted.**

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM BY SIGNING BELOW AND SUBMITTING WITH THE BID.**

ACKNOWLEDGE RECEIPT – ADDENDUM NO. 1

NAME OF BIDDER Woodard & Curran, Inc.

SIGNATURE 

TITLE Senior Client Manager

DATE October 29, 2020



COMMITMENT & INTEGRITY DRIVE RESULTS
woodardcurran.com



City of Mascotte

Request for Qualifications for Continuing Consultant Engineering Services Utilities Capital Project Delivery

Executive Summary:

The purpose of this solicitation is to receive responses from qualified respondents pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA) to provide on-call civil engineer professional services to the City of Mascotte. Upon the completion of the response review process, the City intends to enter direct negotiations with the most qualified respondent.

The City reserves the right to make multiple continuing contract awards if deemed appropriate considering anticipated workload or other factors. The negotiated price schedule will become part of this contract and the price will be utilized for future jobs.

Scope of Services:

The City is seeking to engage the services of one or more Professional Engineering consulting firms with capabilities in various civil engineering disciplines including, but not limited to:

- Wastewater collection, conveyance and treatment
- Drinking water treatment, pumping, distribution and storage
- Storm water planning, collection, conveyance and treatment
- Funding and grant support associated with the above services

The selected consultant(s) would address the immediate needs, short-term needs, and long-term needs for capital projects for the City's drinking water, wastewater, reclaimed water, and stormwater assets and systems, considering future operations and maintenance considerations. Assignments under this contract could have duration periods of a few days to multi-year assignments depending on the services requested by the City. Specific duties to be performed may include:

- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight and Inspection (either full-time or part-time as necessary); As built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions.

- Identification, Development, and Preparation of local, state, and federal grant applications to fund capital projects.
- Implementation of work funded under grant and loan programs, and administration of work to comply with the terms of grant and loan agreements, including those originating with, but not limited to: U.S. Environmental Protection Agency (EPA), U.S. Economic Development Administration (EDA), Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Florida Department of Economic Opportunity (FDEO), and Florida Department of Environmental Protection (FDEP).

The City is seeking one (1) planning/engineering firm to provide these services, however, the City does reserve the right to award to more than one (1) firm should it be determined that such multiple award is beneficial to the City. In the case of award to multiple firms, work shall be issued to individual firms at the discretion of the City.

Submittals:

Interested firms should state their interest in this project by submitting sealed package marked “RFQ #20-02, Utilities Capital Project Delivery including four (4) complete sets (**one (1) Marked “Original”**) and three (3) copies of the following:

- Letter of interest and understanding on Firm stationary
- Description of Firm to include the following:
 - Legal name, years in business, officers, staff size, and staff breakdown by classification;
 - List of example projects, facilities or design work completed within the last ten years, with dates of completion, size of projects, project cost, name of project lead, addresses, contact persons, and telephone numbers;
 - Resumes of all persons who will be working on any selected project;
 - Table of organization proposed by the firm
 - Photographs of completed public and/or private projects where the firm has been principle consultant;
 - Statements of professional and general liability insurance, as required by the City;
 - Firm brochures and business cards of persons to be assigned;
 - List of legal actions brought against the firm within the last ten years.
 - If applicable, proof of the Firm's certification as a minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

Mail or Deliver completed responses to:

Larry Walker
Public Services Director
City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753

Tentative Project Schedule:

a.	Release date of RFQ	October 12, 2020
b.	Due date of RFQ	November 4, 2020
c.	Oral Presentations/Interviews	November 18, 2020
d.	City Council Action	December 1, 2020
e.	Competitive Negotiation	December 2, 2020
f.	Contract Approval	Next Council Meeting After Negotiation

Certified by City and Process:

If the Firm submits the required documentation, the Public Services Director or City Manager will certify the Firm.

All proposals must be received not later than 10:00 am local time November 4, 2020. The City assumes no responsibility for responses received after the stated time and date, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling or any other reason. A proposal will not be considered for award if received after the official closing date and time. The Public Services Director will be the official timekeeper and have final say as to the cut-off on acceptance of packages.

All proposals that have been timely received by the City will be formally opened and accepted for consideration at Mascotte City Hall, 100 E. Myers Blvd., Mascotte, Florida, at the date and time specified above. The names of the firms submitting proposals will be read aloud and recorded.

Openness of Procurement Process:

Written response, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this request, shall be handled in compliance with Chapters 119, 286 and 287, Florida Statutes. The City gives no assurance as to the confidentiality of any portion of the qualifications once submitted.

Retention and Disposal of Response:

The City reserves the right to retain all submitted responses for official record purposes. The City also reserves the right to dispose of any or all copies of responses in whatever manner it deems appropriate. No copies of responses will be returned to the firm.

Errors and Omissions:

Once a response is presented, the City shall not accept any requests by any firm to correct errors or omissions in any calculations submitted.

Reserved Right:

The City reserves the right to accept or reject any and/or all submissions/proposals, to negotiate separately with competing proposers, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the City depending on available competition and timely needs of the City. The City shall be the sole judge of the submission/proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any responder to perform the work or service requested. The responder shall provide information to the City it deems necessary to make this determination.

Conflict of Interest:

Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. Alternatively, should any potential conflict exist, the prospective firm should specify the potential conflict, and the means proposed to resolve such conflict.

Right to Protest:

Protests shall be filed with the Public Services Director within ten (10) days of the announcement of the short-list. Such protest shall be in writing, shall state the grounds on which it is based, shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. The written dispute shall be sent via certified mail or delivered in person to Larry Walker, 100 E. Myers Blvd., Mascotte, who shall review the written dispute and render a decision which shall be considered final.

No Collusion:

By offering a submission to the RFQ, the responder certifies, and in the case of a joint submission/proposal each party thereto certifies as to its own organization, that in connection with the submission/proposal:

- a. No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission/proposal for the purpose of restricting competition; and
- b. The only person(s) or principal(s) interested in this submission/proposal are named therein and that no person other than those therein mentioned has/have any interest in this submission/proposal or in the agreement to be entered into; and

- c. No person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

Multiple Firm Teams:

Multiple firm or joint venture teams must clearly identify the roles and responsibilities of the proposed participants.

Selection Process:

The City Review Committee may consist of representatives from Planning Department, the Public Services Department and the City Manager's Office and will review the RFQ submittals and select three to five firms for interviews. Those firms not selected will also be notified. Should the City receive fewer than three submittals, the City may elect to either reject all submittals and reinstate procurement or proceed with the submittals received.

The qualification packages will be reviewed and evaluated in accordance with the following criteria:

- Firm's Qualifications (30 Points)
- Firm's Experience and Past Performance (25 Points)
- Firm's Resources (20 Points)
- Legal Actions Against the Firm (15 Points)
- Firm's Current Workload (10 Points)
- Firm's Office Location (5 Points)
- Firm's Status as Certified Minority Business Enterprise (5 Points)

The selected firms will be short-listed and given advance notice to prepare for an interview, to be held in the City before the Review Committee. The Review Committee will then submit a recommended order of preference to the City Council at the next City Council meeting. The City will then engage in competitive negotiation as provided by the CCNA based on the approved order of preference.

Conditions:

The City reserves the right to accept and /or reject any or all proposals; to waive any irregularity, variance, or formality whether technical or substantial in nature; and to negotiate with all qualified Firms in keeping with the best interests of the City. An award resulting from this request shall be awarded to the Firm whose proposal is determined to be most advantageous to the City of Mascotte.

Items which the Review Committee will consider and weigh during the selection process are: availability of the Firm, successful experience with other projects to include but not limited to:

successful grant securing, implementation techniques, completeness of response to the RFQ, and qualifications of key personnel to be assigned to projects.

Cancellation:

- a) The City of Mascotte reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of The City of Mascotte.
- c) In addition to all other legal remedies available to The City of Mascotte, The City of Mascotte reserves the right to cancel and obtain from another source any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by The City of Mascotte.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

General Terms and Conditions:

- a) All responses become the property of the City of Mascotte.
- b) The City will not reimburse the respondent for any costs associated with the preparation, submittal, or presentation of their responses to this request.
- c) The respondent acknowledges that all information contained within its response is part of the public domain as defined by State of Florida Sunshine and Public Records Laws. The City gives no assurance as to confidentiality of any portion of any proposal once submitted.
- d) The awards made pursuant to this RFQ are subject to the provisions of Chapter 112, Part III, Florida Statutes. All respondents must disclose with their responses the name of an officer, director, owner, or agent who is an employee of the City of Mascotte.
- e) Respondents, their agents, and associates shall refrain from contacting or soliciting any City official regarding the RFQ during the selection process. Failure to comply with this provision may result in disqualification of the respondent, at the option of the City. Only Larry Walker, Public Services Director, or the City Manager may be contacted.
- f) There shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this engagement.
- g) Due care and diligence have been exercised in the preparation of the RFQ, and all information contained herein is believed to be substantially correct. However, the

responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.

- h) Preference will be given to those responses in full or substantially full compliance with the requested information in this document.
- i) Each respondent is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and the City of Mascotte. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with it response.
- j) Any interpretation, clarification, correction, or change to the RFQ will be made by written addendum issued by the City Manager. Any oral or other type of communication concerning the RFQ shall not be binding unless issued by the City in the form of an addendum.
- k) Responses must be signed by an individual or the respondent's organization legally authorized to commit the respondent's organization to the performance of services contemplated by this RFQ.
- l) The successful respondent shall be required to submit proof of licenses, certification, and proofs of insurance as required by the City.
- m) The successful respondent shall not be allowed to substitute project team members named in this response without written permission of the City.



AGENDA ITEM REPORT

Meeting Date: December 01, 2020

Contact Name: Larry Walker

Department: Public Works

Subject: RFQ #20-02 Utilities Capital Project Delivery

Background Summary:

The City received grant/loan monies through the Florida Department of Environmental Protection (FDEP) State Revolving Fund Program (SRF) for Drinking Water Facilities and Clean Water Projects. As the projects move forward it is in the best interest of the City to have procured a firm through the provisions of Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA). For all future projects/tasks related to the funding program.

The City issued RFQ #20-02 Utilities Capital Project Delivery with a bid opening on November 4, 2020. Four (4) firms submitted packets and were selected to perform oral presentations to staff on November 18, 2020. Staff ranked each firm based upon their experience, qualifications, resources, and knowledge of Mascotte's utility needs. The firms are listed in order of preference:

1. Woodard & Curran_____ (59)
2. BESH-HALFF_____ (56)
3. CPH (49)
4. Mittauer & Associates_____ (49)

Recommendations:

Motion to instruct staff to engage in competitive negotiation as provided by the CCNA based upon the approved order of preference and submit to City Council a contract for consideration/approval at the next regularly scheduled City Council meeting.

Attachments:

[RFQ 20-02 Score sheets](#)

Type of Item:

☐ Public Hearing

- ☐ Ordinance First Reading
- ☐ Ordinance Second Reading
- ☐ Resolution
- ☐ Discussion & Direction
- ☒ Motion and Approval
- ☐ Local Planning Agency

Name of Responding Consultant: <u>Woodward & Curran</u>		Date: <u>11/18/20</u>
Name of Review Team Member: <u>Michelle Hawkins</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts) <u>Especially with the wastewater agreement we have with Groveland & Leesburg</u>	5
Total Evaluation Score		20

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

Name of Responding Consultant: <u>Woodward & Curran</u>		Date: <u>11-18-2020</u>
Name of Review Team Member: <u>Dolly Miller</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	4
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	5
Total Evaluation Score		19

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

Name of Responding Consultant: <u>WOODARD & CURRAN</u>		Date: <u>11-18-20</u>
Name of Review Team Member: <u>LARRY WALKER</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	5
Total Evaluation Score		20

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

WORKING WITH GROWLAND TO EXPAND WASTEWATER TO ACCEPT ADDITIONAL FLOWS FROM MASCOTTE

Name of Responding Consultant: Besh Halff		Date: 11/18/20
Name of Review Team Member: Michelle Hawkins		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	4
Total Evaluation Score		19

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

Name of Responding Consultant: <u>BEST HAFF</u>		Date: <u>11-18-2020</u>
Name of Review Team Member: <u>Dolly Miller</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	4
2.	Experience and past performance (1 to 5 pts)	4
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	5
Total Evaluation Score		18

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

- | | |
|---|--|
| 5 | Exceptional response, no questions/clarifications, very easy to read and understand, all items included, |
| 4 | Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed, |
| 3 | Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items |
| 2 | Marginal response, some questions/clarifications, challenging to read and understand, not all items |
| 1 | Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not |

Additional Reviewer Comments:

Name of Responding Consultant: BESH HALFE		Date: 11-18-20
Name of Review Team Member: LARRY WALKER		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	4
Total Evaluation Score		19

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

- | | |
|---|--|
| 5 | Exceptional response, no questions/clarifications, very easy to read and understand, all items included, |
| 4 | Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed, |
| 3 | Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items |
| 2 | Marginal response, some questions/clarifications, challenging to read and understand, not all items |
| 1 | Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not |

Additional Reviewer Comments:

Name of Responding Consultant: CPH		
Name of Review Team Member: Michelle Hawkins		Date: 11/18/20
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	3
Total Evaluation Score		18

General Notes:

Has planning + surety services in house for Plots. They write their own Grants

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

Name of Responding Consultant: <u>CPH Engineering</u>		Date: <u>11-18-2020</u>
Name of Review Team Member: <u>Derek Miller</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	4
2.	Experience and past performance (1 to 5 pts)	4
3.	Firms resources (1 to 5 pts)	4
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	2
Total Evaluation Score		14

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

- | | |
|---|--|
| 5 | Exceptional response, no questions/clarifications, very easy to read and understand, all items included, |
| 4 | Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed, |
| 3 | Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items |
| 2 | Marginal response, some questions/clarifications, challenging to read and understand, not all items |
| 1 | Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not |

Additional Reviewer Comments:

Name of Responding Consultant: <u>CPH</u>		
Name of Review Team Member: <u>LARRY WALKER</u>		Date:
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	2
Total Evaluation Score		17

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

HELPS WITH GRANT FUNDING - WORKS AS A PARTNER - NOT THE LEAD

Name of Responding Consultant: <u>Mittauer</u>		Date: <u>11/18/2020</u>
Name of Review Team Member: <u>Michelle Hawkins</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	3
Total Evaluation Score		18

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
3	Average response, minimal questions/clarifications, somewhat challenging to read and understand, all items
2	Marginal response, some questions/clarifications, challenging to read and understand, not all items
1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

Name of Responding Consultant: <u>Mi Haver + Associates, Inc.</u>		Date: <u>11-18-2020</u>
Name of Review Team Member: <u>Dolly Miller</u>		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	4
2.	Experience and past performance (1 to 5 pts)	4
3.	Firms resources (1 to 5 pts)	4
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	2
Total Evaluation Score		14

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

- | | |
|---|--|
| 5 | Exceptional response, no questions/clarifications, very easy to read and understand, all items included, |
| 4 | Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed, |
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| 2 | Marginal response, some questions/clarifications, challenging to read and understand, not all items |
| 1 | Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not |

Additional Reviewer Comments:

Name of Responding Consultant: MITTAUER & ASSOCIATES		Date: 11-18-20
Name of Review Team Member: LARRY WALICK		
Item No.	Requirement	Score
1.	Firms qualifications (1 to 5 pts)	5
2.	Experience and past performance (1 to 5 pts)	5
3.	Firms resources (1 to 5 pts)	5
4.	Firms familiarity with Mascotte utility needs (1 to 5 pts)	2
Total Evaluation Score		17

General Notes:

1. The Reviewer is to rate each item on a scale of 1 to 5 with an over all rating at the bottom:

5	Exceptional response, no questions/clarifications, very easy to read and understand, all items included,
4	Outstanding response, a few questions/clarifications, easy to read and understand, all items included/addressed,
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1	Poor response, numerous questions/clarifications, difficult to read and understand, items not complete or not

Additional Reviewer Comments:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-111
Right-of-Way Use Permit - Beach Access 40

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-111.

SYNOPSIS: Property owners at 4020 South Fletcher Avenue propose shifting the existing trash cans four feet to the east and planting five cabbage palms along Beach Access 40. The use of this boardwalk will not be impeded in any way. Proposed plantings are suitable materials for the location.

FISCAL IMPACT: Future replacement may be necessary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-111.

Kelly Gibson, Planning and Conservation Deputy Director	5/31/2024
Kim Briley, Deputy City Clerk	6/3/2024
Jeremiah Glisson, Interim City Manager	6/4/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/11/2024

A handwritten signature in black ink that reads "Kelly Gibson". The signature is written in a cursive, flowing style.

Date: May 31, 2024

Submitted By: Kelly Gibson, Planning and Conservation Deputy Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, GRANTING A RIGHT-OF-WAY USE PERMIT TO RICHARD AND CELESTE JACKSON AT BEACH ACCESS 40 FOR THE PURPOSE OF PLANTING FIVE CABBAGE PALM TREES ALONG THE EXISTING BOARDWALK AND RELOCATING SANITATION RECEPTACLES FOUR FEET TO THE EAST; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach maintains dozens of public beach access points and parks along the Atlantic Ocean within City limits; and

WHEREAS, Richard and Celeste Jackson, property owners of 4020 South Fletcher Avenue, wish to make improvements to Beach Access 40, which is adjacent to their property. The Jacksons have made application to, at their expense, plant and maintain five cabbage palms along the newly reinstalled Beach Access 40 boardwalk and shift the existing sanitation receptacles by approximately four feet to the east of its current location; and

WHEREAS, the City's Municipal Code Section 70-2 (d)(5) requires approval of the City Commission for issuance of a right-of-way use permit for this type of improvement; and

WHEREAS, the proposed improvements would not impede pedestrian access; and

WHEREAS, the proposed plantings are native plant materials suitable for placement at this location; and

WHEREAS, the City Commission wishes to approve the Jacksons' request for a right-of-way permit to conduct plantings and shift the sanitation receptacle, as illustrated in Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves granting a right-of-way use permit to Celeste and Richard Jackson for the purpose of making the improvements to Beach Access 40, attached hereto as Exhibit A.

SECTION 2. The City Commission authorizes the Interim City Manager and City Clerk to execute any documentation required to issue the permit, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

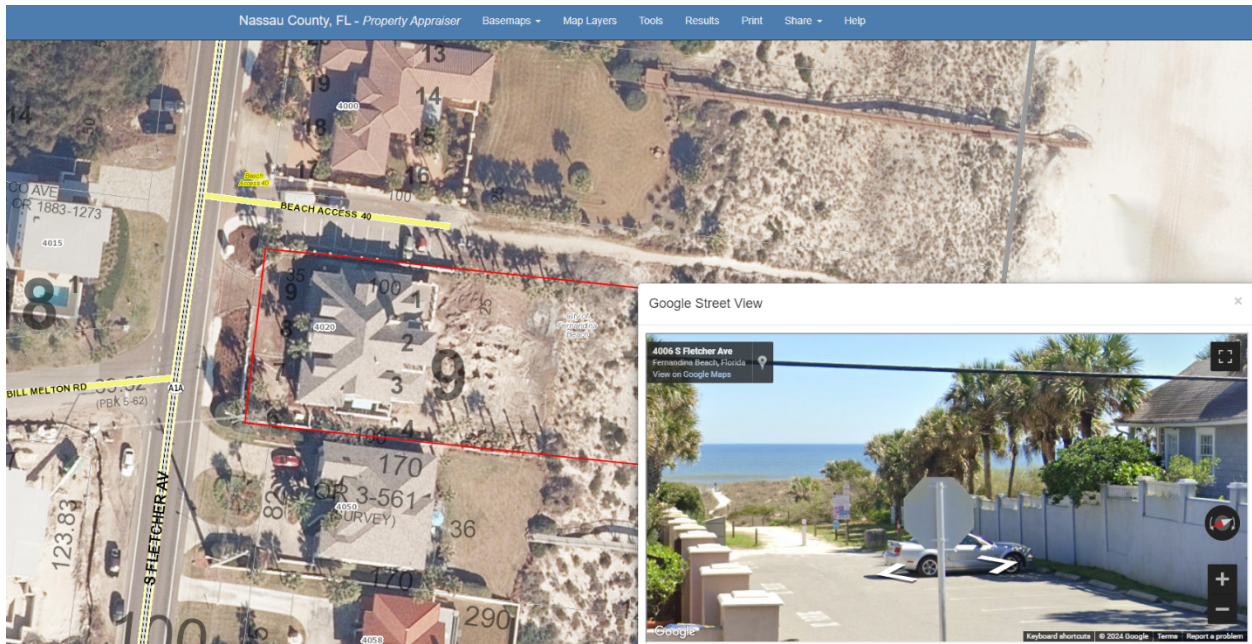


CAROLINE BEST
City Clerk

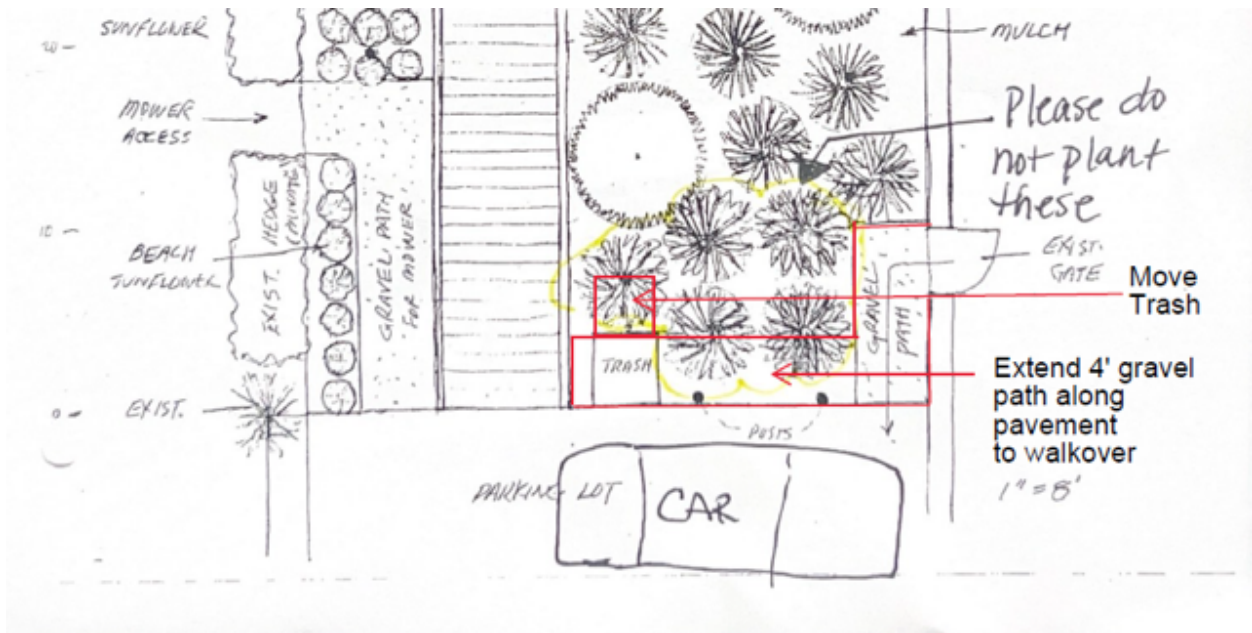
TAMMI E. BACH
City Attorney

Resolution 2024-111
EXHIBIT A

PROJECT LOCATION AT BEACH ACCESS 40

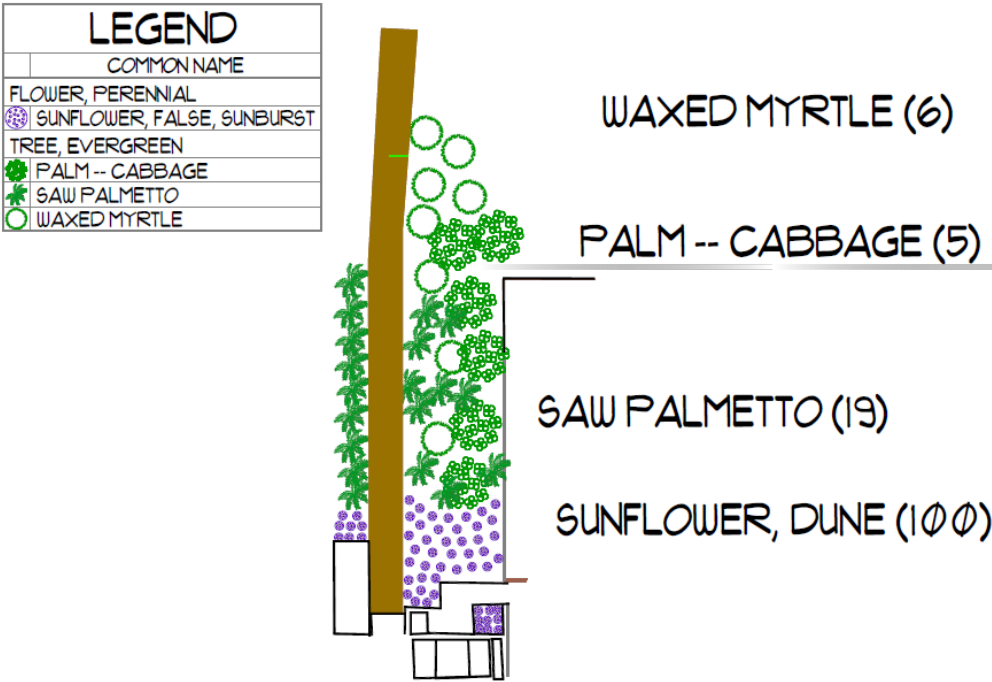


DRAWING OF PROPOSED TRASH CAN SHIFT TO THE EAST



Resolution 2024-111
EXHIBIT A

PROPOSED PLANTING PLAN FOR FIVE CABBAGE PALMS



Revision #:	Scale:	Landscape Plan: 1	Landscape Design by: Chris Adkins
Date: 5/21/2024	1" = 30'	South Fletcher Beach Walk	Veterans Landscape

From: [Kelly Gibson](#)
To: [Sylvie McCann](#)
Subject: Fwd: plantings
Date: Monday, June 10, 2024 12:54:31 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Walk drawing.msg](#)
[image885288.png](#)
[image004537.png](#)
[image074663.png](#)

Could you please create a pdf of this email thread and upload to civic clerk?



Kelly Gibson, AICP
Deputy Director Planning and Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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From: John Neubert <estatemanager@jacksoninvestmentgroup.com>
Sent: Tuesday, May 28, 2024 7:55:40 PM
To: Kelly Gibson <kgibson@fbfl.org>; Katie Newton <knewton@fbfl.org>; Christopher Adkins <veteranslm@gmail.com>
Cc: Celeste Jackson <celeste@celestejackson.com>; David Neville <dneville@fbfl.org>
Subject: RE: plantings

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Hey Kelly, I have attached a revised drawing for the walkway area . The Jackson's would like to move the concrete trash structure back 4 ft to enable them to have access to the boardwalk from their gate. Someone will be at the meeting to represent the Jackson's on the issue.

Regards
John Neubert
Estate Manager
770-605-7904
estatemanager@jacksoninvestmentgroup.vcom

From: Kelly Gibson <kgibson@fbfl.org>
Sent: Tuesday, May 28, 2024 3:14 PM
To: Katie Newton <knewton@fbfl.org>; Christopher Adkins <veteranslm@gmail.com>; John Neubert <estatemanager@jacksoninvestmentgroup.com>
Cc: Celeste Jackson <celeste@celestejackson.com>; David Neville <dneville@fbfl.org>

Subject: RE: plantings

Good Afternoon,

I was able to find the planting plan provided in October of 2024 and the design dated 5/21/24. Does this continue to reflect the current design? If you can confirm the details, I will prepare an item for the next regular meeting of the City Commission. Will you be able to attend the meeting on June 18, 2024?



Kelly Gibson, AICP
Deputy Director Planning and Conservation
City of Fernandina Beach
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Fernandina Beach, Florida 32034
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www.fbfl.us

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From: Katie Newton <knewton@fbfl.org>

Sent: Tuesday, May 28, 2024 2:09 PM

To: Christopher Adkins <veteranslm@gmail.com>; estatemanager@jacksoninvestmentgroup.com

Cc: celeste@celestejackson.com; Kelly Gibson <kgibson@fbfl.org>; David Neville <dneville@fbfl.org>

Subject: RE: plantings

Good Afternoon:

I have attached the applicable code, which states that application for a right-of-way use permit must be made and brought to the Commission. Please submit the application through the City's permit portal: <https://egselfservice.fbfl.us/EnerGovProd/SelfService#/home>, including any diagrams and planting plans, and staff will process it for an upcoming City Commission agenda. Please note that the June 18 agenda staff deadline is end of week, so it would need to be in probably mid-day Thursday to prepare for that agenda; otherwise, it would go on July 2.

Thank you,

Katie



Katie Newton
Paralegal
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3277 | knewton@fbfl.org
www.fbfl.us

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From: David Neville <dneville@fbfl.org>

Sent: Tuesday, May 28, 2024 1:40 PM

To: Christopher Adkins <veteranslm@gmail.com>; estatemanager@jacksoninvestmentgroup.com
Cc: celeste@celestejackson.com; Katie Newton <knewton@fbfl.org>
Subject: RE: plantings

Hello Chris, you would need to contact Katie Newton as I was not part of this planting except for watering in the new plants. I have included her on this email.



David Neville
Urban Forester
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3484 | dneville@fbfl.org
www.fbfl.us

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From: Christopher Adkins <veteranslm@gmail.com>
Sent: Tuesday, May 28, 2024 1:18 PM
To: David Neville <dneville@fbfl.org>; estatemanager@jacksoninvestmentgroup.com
Cc: celeste@celestejackson.com
Subject: plantings

You don't often get email from veteranslm@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Hi David,
Here is the sketch for the work the city guys already did and the palm placement that we would like to do. Please let me know if I need to appear at the next board meeting or if this is something that you can get me approval on. The work the city boys did looks pretty good. Thanks for your help with this one.

Regards,
Chris
[Director of Operations](#)
[Veterans Landscape Management](#)

Menu

- Permit Details
- Additional Info
- Linked Records
- Workflow Details
- eReviews Project Details
- Documents
- Attached Tasks
- Conditions
- Bonds
- GIS Information
- History

Permit Details

Launch App Refresh Search Action New Delete Save Cancel Geo Rules 0

Permit Type	Right-of-Way Use	Project		Application Date	10/4/2022
Work Class	Right of Way	District	Default	Issue Date	Enter date
Permit Status	Denied	Assigned To	Filipkowski, Susan	Expiration Date	Enter date
Description	Requesting permission to install landscaping and			Last Inspection Date	Enter date
				Final Date	3/28/2024

Parcels (1) Addresses (1) Zones (1) Contacts (3) Notes (1) Activities Fees (1) Holds Review Team Inspection Cases Impact Units

+ Add Contact

Drag a column header and drop it here to group by that column

		Company Name	First Name	Last Name	Contact Type	Billing Contact	Pending Confirmation
>	✖		Richard & Celeste	Jackson	Owner	☐	N/A
	✖		Shane	Jackson	Applicant	☒	N/A
	✖		Benjamin	Morrison	Applicant	☒	N/A

Menu

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Additional Info

Launch App

Refresh

Search

Action

New

Delete

Save

Cancel

Geo Rules 0

General InfoTree RemovalProperty Attributes

Building Permit Number (if applicable)

HDC Approval RequiredIf yes, provide your HDC #

☐ Underground Cable

☐ Driveway

☐ Dumpster

☐ Other Right of Way Uses

☐ Unpaved Pavement Cuts

☐ Jack and Bore

☒ Landscaping

☐ Paved Pavement Cuts

Poles

If other, please explain:

Driveway Materials

Width of Driveway

Radius of Driveway

Is PSI Fiber being used

Scope & purpose of work, excavation location

Installation of landscaping per attached plan

Work Start Date 11/1/2022

Work Completion Date

Will trees need to be removed? No

If yes, a tree permit is necessary for >5" DBH

☒ Site Plan

Menu

← Permit Details

Review v.1

Right of Way Review v.1

Right of Way Review v.2

Issue Permit v.1

Verify Contractor Certification v.1

Fees Collected v.1

Issue Permit v.1

Inspections v.1

Final Inspections v.1

+ Add Step + Reorder Workflow

Workflow Details

Launch App Refresh Search Action New Delete Save Cancel Geo Rules 0

Name Right of Way

Description Submittal used for tracking comments during the right of way review process (temp uses, construction, e

Status Requires Re-submit

Action Priority Order 0

Sort Order 1

Received Date 10/7/2022

Due Date 10/19/2022

Complete Date 10/13/2022

☒ Needs Resubmit☒ Completed☐ Auto Receive

Item Review Note

Drag a column header and drop it here to group by that column

	Assigned User	Status	Assigned Date	Due Date	Completed Date	Priority	Not Required	Comments
>	Guadagnino, Vic	Not Required	10/7/2022	10/19/2022	10/13/2022	1	☐	
	Guadagnino, Vic	Not Required	10/7/2022	10/19/2022	10/13/2022	1	☐	
	Gibson, Kelly	Requires Re-sub	10/7/2022	10/19/2022	10/13/2022	1	☐	Requires City Commission ...
	Neville, David	Approved	10/7/2022	10/7/2022	10/10/2022	1	☐	do not remove any existin ...

Manage Permit ROW-2022-0352

Address 4020 S FLETCHER AV

Menu

Permit Details

Review v.1

Right of Way Review v.1

Right of Way Review v.2

Issue Permit v.1

Verify Contractor Certification v.1

Fees Collected v.1

Issue Permit v.1

Inspections v.1

Final Inspections v.1

+ Add Step

+ Reorder Workflow

Workflow Details

Name

Right of Way

Description

Submittal used for tracking comments during the right of way review process (temp uses, construction, e

Status

Requires Re-submit

Action Priority Order

0

Sort Order

1

Received Date

10/7/2022

Due Date

10/19/2022

Complete Date

10/13/2022

☒ Needs Resubmit

☒ Completed

☐ Auto Receive

EnerGov

Requires City Commission Approval for placement on a public beach access property.
KGIBSON 10/13/22

OK

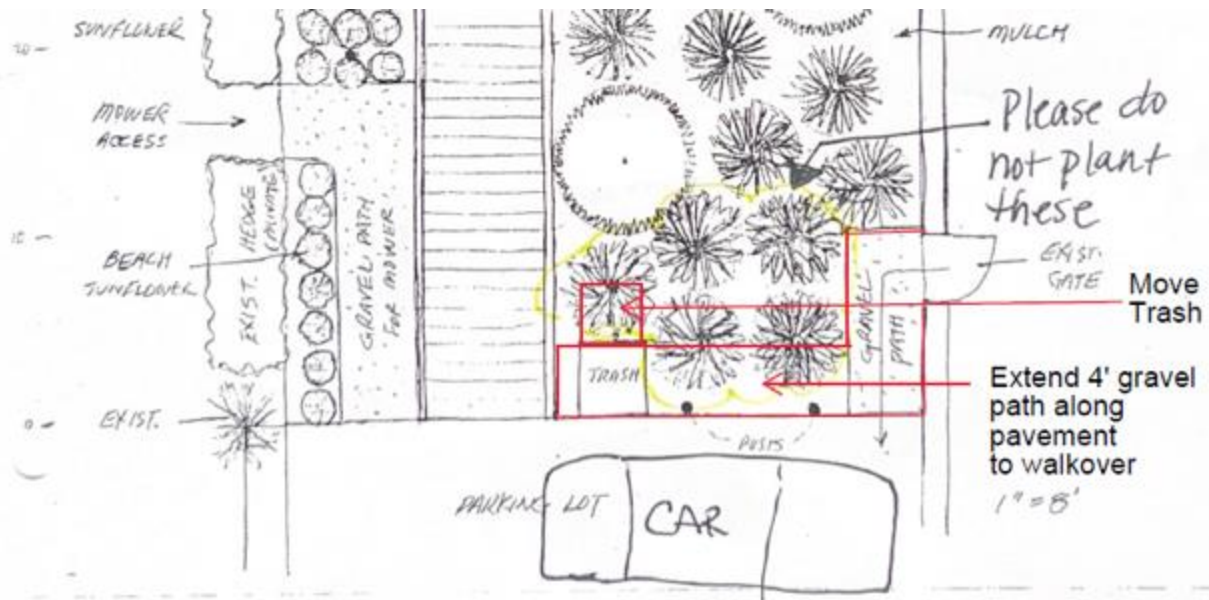
Cancel

Not Required

Comments

Requires City Commission ...

do not remove any existin ...



From: [Kelly Gibson](#)
To: [Katie Newton](#); [Sylvie McCann](#)
Subject: FW: plantings
Date: Monday, June 10, 2024 4:40:43 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image554312.png](#)
[image913532.png](#)
[image119101.png](#)

This just arrived per the request.



Kelly Gibson, AICP
Deputy Director Planning and Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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From: John Neubert <estatemanager@jacksoninvestmentgroup.com>
Sent: Monday, June 10, 2024 3:33 PM
To: Kelly Gibson <kgibson@fbfl.org>
Subject: RE: plantings

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Kelly,

Veterans Landscape will be installing the Cabbage palms, moving the garbage can, and extending the walkway . All costs will be paid by the Jackson's. We will also be responsible for watering the Cabbage Palms.

Regards

John Neubert
Estate Manager
770-605-7904
Estatemanager@jacksoninvestmentgroup.vcom

From: Kelly Gibson <kgibson@fbfl.org>
Sent: Wednesday, May 29, 2024 8:51 AM
To: John Neubert <estatemanager@jacksoninvestmentgroup.com>; Katie Newton <knewton@fbfl.org>; Christopher Adkins <veteranslm@gmail.com>
Cc: Celeste Jackson <celeste@celestejackson.com>; David Neville <dneville@fbfl.org>

Subject: RE: plantings

Hi John,

Would it be possible for you to provide me with a brief narrative summary of the request. I want to be sure that I am not making any assumptions or that I overlook an important component. Please feel free to contact me directly if you would prefer to discuss by phone.

Sincerely,



Kelly Gibson, AICP
Deputy Director Planning and Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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From: John Neubert <estatemanager@jacksoninvestmentgroup.com>

Sent: Tuesday, May 28, 2024 7:56 PM

To: Kelly Gibson <kgibson@fbfl.org>; Katie Newton <knewton@fbfl.org>; Christopher Adkins <veteranslm@gmail.com>

Cc: Celeste Jackson <celeste@celestejackson.com>; David Neville <dneville@fbfl.org>

Subject: RE: plantings

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Hey Kelly, I have attached a revised drawing for the walkway area . The Jackson's would like to move the concrete trash structure back 4 ft to enable them to have access to the boardwalk from their gate. Someone will be at the meeting to represent the Jackson's on the issue.

Regards

John Neubert
Estate Manager
770-605-7904
estatemanager@jacksoninvestmentgroup.vcom

From: Kelly Gibson <kgibson@fbfl.org>

Sent: Tuesday, May 28, 2024 3:14 PM

To: Katie Newton <knewton@fbfl.org>; Christopher Adkins <veteranslm@gmail.com>; John Neubert <estatemanager@jacksoninvestmentgroup.com>

Cc: Celeste Jackson <celeste@celestejackson.com>; David Neville <dneville@fbfl.org>

Subject: RE: plantings

Good Afternoon,

I was able to find the planting plan provided in October of 2024 and the design dated 5/21/24. Does this continue to reflect the current design? If you can confirm the details, I will prepare an item for the next regular meeting of the City Commission. Will you be able to attend the meeting on June 18, 2024?



Kelly Gibson, AICP
Deputy Director Planning and Conservation
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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From: Katie Newton <knewton@fbfl.org>
Sent: Tuesday, May 28, 2024 2:09 PM
To: Christopher Adkins <veteranslm@gmail.com>; estatemanager@jacksoninvestmentgroup.com
Cc: celeste@celestejackson.com; Kelly Gibson <kgibson@fbfl.org>; David Neville <dneville@fbfl.org>
Subject: RE: plantings

Good Afternoon:

I have attached the applicable code, which states that application for a right-of-way use permit must be made and brought to the Commission. Please submit the application through the City's permit portal: <https://egselfservice.fbfl.us/EnerGovProd/SelfService#/home>, including any diagrams and planting plans, and staff will process it for an upcoming City Commission agenda. Please note that the June 18 agenda staff deadline is end of week, so it would need to be in probably mid-day Thursday to prepare for that agenda; otherwise, it would go on July 2.

Thank you,

Katie



Katie Newton
Paralegal
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3277 | knewton@fbfl.org
www.fbfl.us

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From: David Neville <dneville@fbfl.org>
Sent: Tuesday, May 28, 2024 1:40 PM
To: Christopher Adkins <veteranslm@gmail.com>; estatemanager@jacksoninvestmentgroup.com
Cc: celeste@celestejackson.com; Katie Newton <knewton@fbfl.org>
Subject: RE: plantings

Hello Chris, you would need to contact Katie Newton as I was not part of this planting except for

watering in the new plants. I have included her on this email.



David Neville
Urban Forester
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
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www.fbfl.us

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From: Christopher Adkins <veteranslm@gmail.com>

Sent: Tuesday, May 28, 2024 1:18 PM

To: David Neville <dneville@fbfl.org>; estatemanager@jacksoninvestmentgroup.com

Cc: celeste@celestejackson.com

Subject: plantings

You don't often get email from veteranslm@gmail.com. [Learn why this is important](#)

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Hi David,

Here is the sketch for the work the city guys already did and the palm placement that we would like to do. Please let me know if I need to appear at the next board meeting or if this is something that you can get me approval on. The work the city boys did looks pretty good. Thanks for your help with this one.

Regards,

Chris

Director of Operations
Veterans Landscape Management

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-112
Aeronautical Ground Lease - FHB Aircraft Hangars 3, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-112.

SYNOPSIS: This request is for approval of an aeronautical ground lease agreement with FHB Aircraft Hangars 3, LLC (Exhibit 1). Approval of this ground lease will authorize the requester (LESSEE) to construct one hangar facility with five individual box hangar units, as well as associated ramp and parking infrastructure for non-commercial aircraft storage.

The proposed use of this property is consistent with the Airport's Master Plan and Airport Layout Plan. The Airport Advisory Commission reviewed the proposed use during its February 8, 2022 meeting and the AAC unanimously recommended that the City pursue authorization of this proposed use to construct hangars.

FISCAL IMPACT: Approval of this agreement will initially increase Airport revenue by \$708.88 per month (\$8,506.57 annually), which will be deposited into Lease Payments - Land Lease account, 420 34971. An annual review of the Consumer Price Index (CPI) will be conducted to adjust the established base rate for the term of the agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-112.

Kim Briley, Deputy City Clerk	6/3/2024
Pauline Testagrose, Comptroller	6/4/2024
Jeremiah Glisson, Interim City Manager	6/4/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/10/2024

Date: May 31, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AERONAUTICAL GROUND LEASE WITH FHB AIRCRAFT HANGARS 3, LLC FOR PROPERTY LOCATED AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Fernandina Beach owns, controls, and operates the Fernandina Beach Municipal Airport in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, the Fernandina Beach Municipal Airport is engaged in leasing property designated for aeronautical uses; and

WHEREAS, FHB Aircraft Hangars 3, LLC wishes to lease Airport land for the purpose of constructing one hangar facility with five individual box hangar units, as well as associated auto parking and infrastructure; and

WHEREAS, this proposal was considered by the Airport Advisory Commission at their February 8, 2024, regular meeting, and the AAC recommends approval of this aeronautical ground lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the aeronautical ground lease agreement with FHB Aircraft Hangars 3, LLC, attached hereto as Exhibit 1.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute Exhibit A, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney

**GROUND LEASE AGREEMENT
FOR FHB Aircraft Hangars, LLC FOR
PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT**

This GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this _____ day of June, 2024, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (hereinafter referred to as "LESSOR" or "City,") and **FHB AIRCRAFT HANGARS 3, LLC**, a limited liability company within the State of Florida, its successors and assigns (hereinafter referred to as "LESSEE".)

WHEREAS, LESSOR owns, controls and operates the Fernandina Beach Municipal Airport (hereinafter referred to as "Airport"), in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR's municipal airport for aeronautical related activities; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of a hangar with up to six shared wall box hangar units, auto parking and related infrastructure for storage of aircraft;

NOW THEREFORE, for and in consideration of the Premises and the mutual benefits and covenants contained in this Agreement, the parties hereby agree as follows:

1. Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" Lease Area, attached hereto (hereinafter referred to as the "Premises"), together with the right of ingress and egress for vehicles and aircraft. The Premises is located within an area of Airport property designated the east area.

The LESSEE is authorized to conduct the following non-exclusive uses at the Airport: All operations associated with the conduct of the LESSEE's flight operations including but not limited to general commercial aircraft storage, and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. Additionally, the LESSEE is permitted to provide the commercial storage of aircraft of others. Finally, the LESSEE is authorized to develop and create an aircraft hangar condominium association and sell and/or lease individual hangar units to third parties for private aircraft storage. Any other commercial aeronautical activity may be permitted in the future, however such activity would require express written consent by LESSOR and LESSEE, and the acquisition of necessary permits, as may be required. All LESSEE operations shall comply with all federal, state and local rules, regulations and ordinances.

For the purposes of this Agreement, the term "Premises" shall include the use of airspace above and in the vicinity of said Airport, which is being used for conducting airport operations by LESSEE.

2. Term. The term of this Agreement shall be for a period of twenty (20) years, commencing on the first day of the first month following the execution of this Agreement by both parties (the "Lease Commencement Date"), and continuing for said term, unless earlier termination under the provisions of this Agreement.

Provided the LESSEE is not in default of any terms and conditions of this Agreement, upon expiration of the initial Twenty (20) year term, the LESSEE shall have the right to extend the Lease for two (2) successive additional Ten (10) year terms on the same terms and conditions contained herein. Written notice by LESSEE to exercise these lease extensions must be given a minimum of 120 days and no more than 270 days before the end of each term. All options for extension of this Agreement term shall be subject to performance standards noted below and accompanying continued capital investment toward improvements and repair. Such performance standards include:

a. At the 10 year anniversary of the Agreement, and every five (5) years thereafter, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE within 180 days of receipt of written notice from LESSOR that such repairs are to be made by LESSEE. If such reasonable repairs are not completed, then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

b. If Lessee desires, at the expiration of the second 10 year renewal term, or if exercised at the expiration of any additional extensions, LESSEE may request a new lease. If LESSOR determines that the leased Premises are not required for other airport uses, the LESSEE has met its obligations under the term of the preceding lease, and the LESSOR finds that a new lease is appropriate, the LESSOR and LESSEE may negotiate a new lease at terms to be agreed upon at the time of the negotiations. The duration of the new lease shall be at the LESSOR'S option.

3. Rent. In consideration of the rights and privileges granted by this Agreement, LESSEE agrees to pay LESSOR the following ground rent to commence on the date that building permits are issued by the City building department for construction of the improvements authorized under this lease:

a. Rent for the use of real property on Airport property based on a total lease area of 42,532.84 square feet; at a lease rate of \$0.20 dollars per square foot per year. Initial annual ground rent shall be \$8,506.57 per year.

b. This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$708.88 per month, which also is subject to applicable sales tax, currently \$21.27, for a total of \$730.15 per month and shall commence on the date that building permits are issued by the City building department for construction of the improvements authorized under this lease. All payments shall be due and payable without notice on or before the first day of each month.

c. This ground rent rate shall be reviewed each year by the LESSOR and ground rent rates, plus all applicable taxes, shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, an appraisal, market rent study or other method designated by LESSOR. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with October rent payments of each year. An appraisal, market rent study or alternative method as designated by the LESSOR may be substituted periodically for the CPI adjustment and shall be at least four years apart and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the ground rent be less than the previous year's rental amount. The Tenant shall be solely responsible for the payment of all applicable ad valorem property taxes.

4. Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1 ½%) per month beginning with the eleventh (11th) day after payment is due.

5. Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach, and mailed to P. O. Box 1146, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

6. Non-Exclusive Right. It is not the intention of this Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in this Agreement at any time during the term of this Agreement. LESSOR reserves the rights, at its sole discretion, to grant others certain rights and privileges, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE. However, LESSOR does covenant and agree that:

a. It shall enforce all Airport Minimum Standards for Commercial Aeronautical Activities as currently approved or requirements for all similar services and activities conducted at the Airport;

b. Any other provider of similar services or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

c. It will not permit the conduct of any aeronautical endeavor or activity at the Airport, except under an approved lease or operating agreement, or as general aviation by the general public.

7. Appurtenant Privileges. LESSEE shall be entitled, in common with others so authorized, to the non-exclusive use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of rights-of-way, common area utilities, landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by LESSOR.

8. Construction and Use of Premise. LESSEE is hereby granted the non-exclusive privilege

to engage in, and LESSEE agrees to engage in, the construction and maintenance of a hangar with up to five (5) shared wall box hangar units as described below subject to change due to engineering and site requirements, ramp apron, auto parking and related infrastructure on the Premises for LESSEE'S business use, or for other commercial use as may be approved by LESSOR, built in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport and as approved by LESSOR and other aviation or aeronautical activities and services necessary or incidental thereto, such approval shall not be unreasonably withheld by LESSOR. If construction on the Premises has not begun within one (1) year of the date of this Agreement, and construction the hangar building is not completed within fifteen (15) months of the beginning of construction, this Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE. The parties agree that this Agreement shall be construed as an "Aeronautical Use Agreement" and LESSEE shall not engage in any business on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. Hangar Building: Subject to change due to engineering and site requirements, one hangar building with up to five shared wall box hangar units and other improvements on the Premises for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others and for no other purpose. Such facility shall have a minimum of one restroom available for tenants of the hangar facility.

b. Suitable vehicle parking shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles having business on the Premises.

c. All improvements, including the design thereof, on the Premises must be permitted by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state and federal laws and regulations.

d. The LESSEE shall construct an aircraft ramp apron on the Premises as designated by the LESSOR, for the purpose of aircraft access to the LESSEE's Hangar facilities. No structures or fixtures will be allowed on the ramp apron. Any and all taxi-lanes and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi-lanes/taxiways/aprons to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee.

e. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of aircraft and vehicles on the Premises. Any lighting on the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.

f. All improvements shall be constructed, graded and drained so as to direct all storm water which may fall on the Premises into approved disposal devices. The LESSOR shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge.

g. Any landscaping installed on the Premises is subject to approval by the LESSOR and shall be installed and maintained by the LESSEE.

9. Rights and Obligations of LESSEE.

a. Payments: LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, and refuse services.

b. Agreement to Pay Taxes and Obligations: LESSEE shall pay all lawful taxes and assessments, debts and obligations of every kind or nature which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof or otherwise as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

c. Premise Upkeep: The LESSEE shall, at its own expense, maintain and keep the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, landscaping, drainage, signage, auto parking areas and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean and sanitary condition. The LESSOR shall require maintenance and needed repairs to be made in a timely manner.

d. Access: LESSEE shall have at all times the right of ingress to and egress from the rented Premises. To ensure this right the LESSOR shall make all reasonable efforts to keep adjacent areas to the rented Premises free and clear of all hazards and obstructions, natural and manmade.

e. Work in Hangar: It is clearly understood by the LESSEE that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own or leased aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. However, City building code requirements and governmental regulations must be met for the type of work being conducted (examples – painting of aircraft or heavy maintenance of aircraft.)

f. Commercial Activity: LESSEE is permitted to operate commercial aeronautical activities as described in Section 1. LESSEE hereby agrees that it shall comply with the contents of Exhibit "D" - Minimum Operating Standards for Commercial Aeronautical Activities (Minimum Standards), attached hereto, as currently approved or as may be amended from time

to time. Should the Minimum Standards be updated, and any requirement become more restrictive than current Minimum Standards the LESSEE shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of this Agreement.

g. Signs: During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises, a sign or signs. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by LESSOR and shall conform to the City's sign code. LESSEE shall be responsible for all permits. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of LESSEE. LESSEE shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

h. Compliance with Applicable Laws, Rules and Regulations: Notwithstanding other requirements contained herein, the LESSEE at its sole cost and expense hereby agrees to and shall comply with all applicable ordinances, laws, rules and regulations established by federal, state, and local government agency or by the City, and they may be amended from time to time, and conduct its operations or commercial business in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit "E", promulgated by the LESSOR governing safe and efficient operation of Fernandina Beach Municipal Airport. The LESSOR may, from time to time, modify and/or update the Rules and Regulations. LESSOR will provide LESSEE with a copy of the updated Rules and Regulations, and once updated or revised, those Rules and Regulations shall become a part of this Agreement.

i. Compliance with Environmental Law, Rules and Regulations: LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Any cost or expense to remain or to be compliant with applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep themselves informed of future changes in the existing environmental laws. Such compliance will be the responsibility of the LESSEE at its sole cost and expense.

j. Hazardous Materials and Toxic Waste: LESSEE shall not cause or permit to occur:

1. Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

2. The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, over, or about the Premises.

3. LESSEE shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Premises, and shall further make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under applicable federal, state and local laws and regulations; and the LESSOR is to be immediately notified by LESSEE of any

claim or allegation of non-compliance herewith.

4. If any authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of hazardous substances that occurs during the term hereof, or any renewals hereof, at or from the Premises, or which arises from LESSEE's use or occupancy of the Premises, then LESSEE shall, at LESSEE's expense, prepare and submit the required plans and all related bonds and other required financial assurances; and LESSEE shall carry out all work required by such clean-up plans at its sole and exclusive expense.

10. Continuing Obligation. LESSEE'S obligations under Section 9, subsection (j), and Section 11 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

11. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

12. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

13. Leasehold Improvements.

a. LESSEE agrees to submit to LESSOR, for approval, detailed plans and specifications for any structural change, alteration, addition, improvement or removal from or to the Premises. LESSOR shall approve the plans and specifications as submitted, or transmit proposed revisions to LESSEE within sixty (60) days of receipt of the plans and specifications from LESSEE. In the event that LESSOR requires revisions of the original plans and specifications, LESSEE shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for LESSOR's approval. This initial review shall not constitute review for the purposes of obtaining City permits. LESSEE shall be required to obtain all permits from governmental agencies as may be required, including the City, and shall be solely responsible for all costs relating to permitting the proposed improvements.

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof and which shall remain on the Premises until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration

or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

c. LESSEE shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, except that LESSEE shall be permitted to mortgage its leasehold improvements to be constructed on the Premises by LESSEE. LESSOR shall not be required to subordinate its interest to such Leasehold Mortgage. All documentation regarding any leasehold mortgage must be reviewed and approved by the LESSOR prior to finalization of documents, to assure that no interest of the LESSOR is included in the documentation.

d. LESSEE shall provide payment and performance bonds in amounts and form as approved by LESSOR, prior to commencement of construction.

e. Within sixty (60) days of completion of construction, erection or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set of "as-built" plans and drawings.

14. Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, the following insurance:

a. Comprehensive general liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE;

b. LESSEE agrees that, should it desire to lease space for aircraft hangar storage, it shall obtain Hangar Keepers liability insurance protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE, in the minimum amount of One Million (\$1,000,000) Dollars;

c. All insurances as required under the applicable Airport Minimum Standards for Commercial Aeronautical Activities shall be provided to LESSOR;

d. Property insurance covering direct physical loss due to perils of fire, windstorm and extended coverage for full replacement value;

e. Copy of annual insurance certificate(s) to be attached hereto as Exhibit "C", Liability Insurance Certificate, and shall be provided to LESSOR annually; AND

f. All insurance requirements specified herein above shall name LESSOR as an additional insured with instructions that the insurance carrier will notify LESSOR if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify LESSOR thirty (30) days prior to any event leading to the material modification or cancellation of the policy.

15. Indemnification. LESSEE agrees to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys

of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSEE, its officers, employees, agents, and representatives. LESSEE'S liability hereunder shall include all attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR and LESSEE hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

16. Assignment or Sublease. This Agreement, or any part thereof, may not be assigned, transferred or subleased by LESSEE, by process or operation of law or in any other manner whatsoever, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Prior to issuing any written consent, LESSOR may demand such information it may require to adequately judge whether the proposed assignee, transferee or sub-lessee can adequately perform the duties of the LESSEE under this Agreement.

17. Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties of LESSEE'S employees.

18. Non-Discrimination. Notwithstanding any other inconsistent provision of this Agreement, during the performance of this Agreement, LESSEE, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, in the use of the Premises.

b. In the furnishing of services on, over or under the Premises, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

19. Maintenance of Airport Facilities. LESSOR shall maintain all public and common joint

use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

20. Termination. This Agreement shall be subject to termination by either party in the event of any one or more of the following:

- a. The abandonment of the Airport as an airport or airfield;
- b. The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein;
- c. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the LESSEE'S operation;
- d. LESSEE shall be entitled to terminate this Agreement in the event of the lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its operations for a period in excess of ninety (90) days.
- e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;
- f. LESSOR shall be entitled to terminate this Agreement upon the conviction of LESSEE or any of LESSEE's officers, managers or employees of any crime involving moral turpitude relating to this Agreement of LESSEE's operations hereunder;
- g. LESSEE shall have the right to terminate this Agreement and its obligations hereunder, by providing sixty (60) days written notice to LESSOR and by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.
- h. In the event of abandonment or closure of the Airport by the LESSOR, referenced in Paragraph 20(a) above, LESSOR shall reimburse LESSEE the difference between LESSEE's actual investment costs including preliminary engineering and design fees, permitting fees, contracting and building fees, insurance, utilities, maintenance fees and ground leasing fees incurred by LESSEE minus rents collected by LESSEE through the date of abandonment or closure of the Airport, plus recapture of all investment costs and interest to date including accumulated expense and investments. This reimbursement obligation by LESSOR to LESSEE

Notices will be deemed to have been received on the date of receipt as shown on the return receipt.

It shall be the LESSEE's responsibility to keep the address contained in this Agreement up to date and accurate.

26. Governing Law, Venue and Attorney's Fees. This Agreement is to be construed in accordance with the laws of the State of Florida, with venue in Nassau County, Florida. In the event of any litigation between the parties regarding the breach and/or enforcement of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including at the appellate court level, from the non-prevailing party as determined by a court of competent jurisdiction.

27. Re-Entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of the LESSEE to be performed and provided, that if such breach is not remedied by the LESSEE after reasonable notice in writing to it by the LESSOR, the LESSOR may re-enter and terminate this tenancy by giving the LESSEE thirty (30) days written notice, to quit the Premises. LESSOR shall at all times be entitled to recover by all lawful means any and all damages, including reasonable attorney's fees and costs, sustained by it through the breach of any said covenants and agreements on part of the LESSEE to be performed.

28. Obligation Upon Termination. Upon termination of this Agreement, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender and return peaceable and quiet possession of the Premises, including all improvements to include but not limited to buildings, parking areas, and fuel facility improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall be allowed to remove all LESSEE's equipment and trade fixtures from the Premises, including the fuel facility equipment.

29. Inspection. The LESSOR shall have the right to enter upon the Premises at reasonable intervals during regular business hours to inspect the Premises for compliance with the terms and conditions of the Agreement and federal, state and local laws and regulations. In case of emergencies, the LESSOR shall have the right to immediately enter the Premises.

30. Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

31. Non-Waiver. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions or covenants herein set forth shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any breach or default by the LESSEE of the terms, conditions or covenants contained herein.

32. Radon Gas Notice: Pursuant to Florida Statutes Section 404.056(8), LESSOR hereby

makes, and LESSEE hereby acknowledges, the following notification:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LESSOR makes no representation or warranty with respect to the presence or absence of radon on the Premises, and LESSEE shall undertake such inspection or testing as it deems necessary or convenient to assure itself as to the presence or absence of radon.

33. Lease Commencement Date: The commencement date of this Agreement shall be the date set forth in Section 2 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FERNANDINA BEACH, FL

FHB Aircraft Hangars 3, LLC

By: Jeremiah Glisson
Its: Interim City Manager

By: Brian Echard
Managing Manager

ATTEST:

WITNESS:

By: Caroline Best
Its: City Clerk

By: Nathan Coyle
Its:

APPROVED AS TO FORM & LEGALITY:

By: Tammi E. Bach
Its: City Attorney

Attachments

Exhibit “A” Lease Area — Legal Description of LESSEE’S Property and Sketch or Drawing of Description

Exhibit “B” Overview of improvements to be provided at sole cost of LESSEE

Exhibit “C” Liability Insurance Certificate(s) as required under this lease and/or applicable Minimum Standards for Commercial Aeronautical Activities (Note: This certificate shall show that the City has been named as an additional insured on all policies.)

Exhibit “D” Minimum Standards for Commercial Aeronautical Activities

Exhibit “E” Airport Rules and Regulations

Exhibit B

Overview of Improvements

Hangar Building: Subject to change due to engineering and site requirements, one hangar building with up to five shared wall box hangar units and other improvements on the Premises for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others. Estimated square footage of the entire hangar structure is 15,550 square feet. The hangar facility shall have a minimum of one restroom available for tenants.

Suitable vehicle parking and driveway access in accordance with the airport's architectural standards shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles having business on the Premises.

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION
BENT WING FLIGHT SERVICES
LEASE PARCEL
May 22, 2024

A PARCEL OF LAND SITUATE IN THE FERNANDINA BEACH MUNICIPAL AIRPORT, SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 1" SQUARE ROD LOCATED AT THE SOUTHWESTERLY CORNER OF LOT 22, AMELIA ISLAND INDUSTRIAL PARK SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, HAVING A COORDINATE OF 2282168.5011 (NORTH); 513158.1131 (EAST), BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) NORTH AMERICAN DATUM OF 1983/1990; THENCE SOUTH 57°42'07" WEST (GRID BEARING) A DISTANCE OF 311.03 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 07°42'49" EAST A DISTANCE OF 16.91 FEET; THENCE SOUTH 54°08'26" EAST A DISTANCE OF 19.50 FEET; THENCE SOUTH 35°57'21" WEST A DISTANCE OF 356.81 FEET; THENCE NORTH 54°02'39" WEST A DISTANCE OF 127.50 FEET; THENCE NORTH 35°57'21" EAST A DISTANCE OF 290.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 162.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°55'16", AN ARC DISTANCE OF 56.50 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 87°45'11" EAST A DISTANCE OF 56.22 FEET; THENCE NORTH 82°17'11" EAST A DISTANCE OF 68.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.98 ACRES MORE OR LESS.

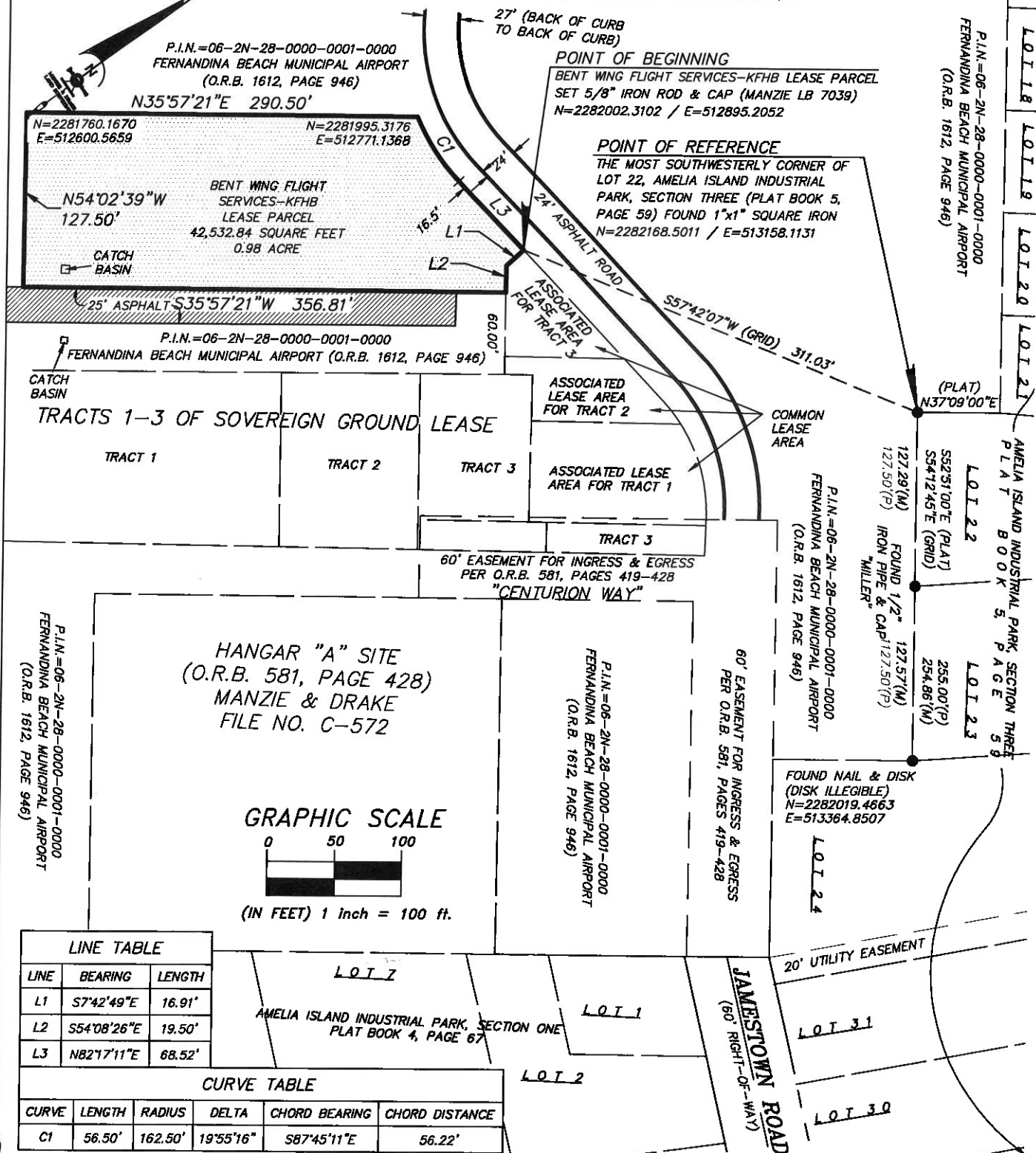
A handwritten signature in black ink, appearing to read "Michael A. Manzie".

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14050

MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED) (THIS IS NOT A BOUNDARY SURVEY)
NOT FULL AND COMPLETE WITHOUT LEGAL DESCRIPTION



JOB NO. 14050-BWFS

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
 OFFICE (904)491-5700 WWW.MANZIEANDDRAKE.COM

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
 P.I.N. = PARCEL IDENTIFICATION NUMBER



January 12, 2024
Mr. Sam Carver, Airport Director
Fernandina Beach Municipal Airport
700 Airport Rd
Fernandina Beach, FL 32034

Mr. Carver,

Please find enclosed an application for an airport commercial lease for aeronautical development on land at the Fernandina Beach Municipal Airport.

FHB Aircraft Hangars, LLC proposes to build a shared wall hangar with 6 box hangar units on approximately 1 acre of aeronautical designated land along Jamestown Rd. The proposed site is consistent with the Airport Master Plan and will be well received from those on the hangar waitlist who want something larger than a t-hangar.

A conceptual site plan and a draft land lease are attached to this letter. The land lease document and aeronautical lease rate are the same as what has been established in previous ground leases at the airport.

We respectfully request that this application be brought up for review and recommendation at the next Airport Advisory Commission and then forwarded to the City Commission for approval as laid out in the FHB minimum standards for commercial development.

If you have any questions, please do not hesitate to contact me or Nathan Coyle for additional information.

Best regards,

Brian Echard

Brian Echard
FHB Aircraft Hangars, LLC
Managing Member of FHB Aircraft Hangars, LLC
904.849.4321

Cc:

Nathan Coyle, General Manager Bent Wing Flight Services
Harry Giltz, FHB Aircraft Hangars, LLC
Charlie George, Interim City Manager

Application for Airport Commercial Lease or Airport Operating Permit Aeronautical or Non-Aeronautical

This submission is to assist the City of Fernandina Beach to make a meaningful assessment of the costs and the benefits of committing airport land or improvements to a potential lessee. Also helps to determine if the commercial activity proposed is consistent with the Master Plan, the Airport Layout Plan, the Airport Business Plan, other plans associated with the airport, and/or are deemed in the best interests of the City. Required information for commercial activity lease shall include:

1. The legal name of the entity submitting this application and its business name (if different):
FHB Aircraft Hangars, LLC
2. The address and telephone number of the entity and primary contact person:
Brian Echard, 680 Airport Rd, Fernandina Beach, FL 32024
Contact Phone Number: 904-849-4321
3. The names, addresses, phone numbers and short resume all owners of five (5) per cent or more equity interest, management control, or debt in the entity:
Brian Echard, 680 Airport Rd, Fernandina Beach, FL 32034 Phone Number: 904-849-4321
Brian is the owner/operator of the FBO (Bent Wing Flight Services, LLC) at KFHB which owns 50% of FHB Aircraft Hangars, LLC. FHB Aircraft Hangars has an aeronautical land lease with the City of Fernandina Airport and owns aircraft hangars at the Airport. FHB Aircraft Hangars is currently building additional bulk aircraft hangars at FHB. Bent Wing is the management company that oversees all leases between FHB Aircraft Hangars and individual tenants.

Harry Giltz, III, 4835 Munson Street, Canton, OH 44718 Phone Number: 330-418-2086
Harry is the co-manager of FHB Aircraft Hangars, LLC and is also affiliated with SouthShore CRE, LLC which owns the other 50% of FHB Aircraft Hangars. Harry's expertise is in the development and construction of commercial, residential, and aeronautical properties. Harry oversees the construction side of FHB Aircraft Hangars, LLC.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses held:
FHB Aircraft Hangars, LLC is proposing a new Phase 3(A) construction project on aeronautical land at the Fernandina Beach Municipal Airport. The project will consist of aircraft hangar storage with access from Jamestown Road on the east side of the airport.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities:
FHB Aircraft Hangars, LLC completed construction of 5,400 square feet of aircraft storage units in 2021 and 27,000 in additional hangar development in 2023. To date, FHB Aircraft Hangars LLC has invested approximately \$4 Million in improvements at the Fernandina Beach Municipal Airport.

6. Amount of land to lease: [Estimated land lease is 40,000 square feet](#)
Building space to lease or facilities to construct: [6 shared wall box hangar units](#)
Will there be any subleasing of building space: [Yes](#)
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
[Estimated cost of total project is approximately \\$1.5M. A conceptual drawing of the proposed construction is included with this proposal.](#)

[Financing – FHB Aircraft Hangars, LLC has a credit line and a working relationship with 1st Port City Bank in Fernandina Beach, which partially financed previous aircraft hangar units along with cash equity contributions from Brian Echard and Harry Giltz, III.](#)
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same:
[Commencement date of construction is proposed for July of 2024 with completion in December 2024.](#)
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities:
[Standard construction equipment and vehicles will be utilized to construct the improvements. No special tooling or inventory will be required.](#)
10. Will there be any hazardous materials located on site:
If yes describe:
[No](#)
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full- time, part-time, or seasonal: [Existing staff of Bent Wing Flight Services will manage the property. Nathan Coyle is the General Manager of Bent Wing and will be the tenant point of contact to handle all matters pertaining to the hangar facility.](#)
12. Periods (days and hours) of proposed operation: [Operating Hours will be 7AM – 7PM, Seven Days a week.](#)
13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft: [Not Applicable.](#)
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards): [Property insurance sufficient to cover the property will be obtained. Tenant's will also](#)

be required to have property insurance on aircraft or any other item that is stored on the property.

15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process): [See Attached Conceptual Drawing](#).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process): [Not Applicable](#).



1. **Call to Order:** Chair Doug Geib called the meeting to order at 6:00 pm.
2. **Members Present:** Chair Geib, Vice Chair Chuck Colcord, Prudence Hostetter, Tom Piscitello, Bob Sell, Hugh Giggy, and Tom Lockie, **Staff Present:** Airport Director Sam Carver, Airport Operations Robert Kozakoff, and Staff Assistant Dave Broughton
3. **Pledge of Allegiance**
4. **Approval of Minutes:** The December 14, 2023, AAC meeting minutes were presented for approval.

A motion was made by Member Hostetter, seconded by Member Colcord, to approve the December 14, 2023, AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Old Business:**

Director Carver discussed the Airport Budget with the AAC.

6. **New Business:**

6.1 Jacksonville Class C Airspace Modification Proposal: Jacksonville Approach Control (TRACON) has proposed extending their Class C airspace to include airspace which overlies The Fernandina Beach Airport (FHB). The area of contention for users of FHB is the floor of the proposal would be 1200MSL. Many of the users of FHB believe that the proposal would complicate the use of FHB by compressing air traffic to lower altitudes over the island compared to what is used at present. Jacksonville Aviation Authority (JAA) has scheduled a meeting to discuss the proposal and to form an Ad Hoc committee on February 28, 2024. Several users of FHB plan on attending. Expect updates on this subject at the next AAC meeting.

6.2 Bent Wing/FHB Aircraft Hangars Project Update: Nathan Coyle, Executive Manager of Bent Wing Flight Services, gave a briefing for their proposed hangar development on the Jamestown Road area, east side, of the airport.

Chairman Geib asked about the size of the proposed hangars and the distance from the taxiway which gives access to the proposed hangars. Mr. Coyle stated the wingspan for accommodation is 49 feet or less. Member Sell asked how many aircraft this project would accommodate. Mr. Coyle stated that at least 6 aircraft. Member Sell also asked if the aircraft could be fueled by a fuel truck or would they have to taxi to the FBO or self-service. Mr. Coyle stated that a fuel truck would be able to service the aircraft. Director Carver stated that this project is aligned with the FHB Airport Master Plan.

A motion was made by Member Colcord, seconded by Member Giggy, to move forward with the recommendation to develop the Jamestown Road area as proposed by FHB Aircraft Hangars, LLC. A vote upon passage was taken by ayes and nays and all being ayes, carried.

7. Airport Director and Staff Reports

Airport Director Carver stated that the traffic count for the airport for the year 2023 was 57,150. This is an increase of over 10,000 operations compared to the year 2022. Director Carver gave an update on the Ybor Alvarez Sports Complex and the Federal/State Grant process that is associated with it.

Commissioner Ross, 210 North 3rd Street, briefed the AAC on the previous grants that were issued to the City that were applied to improvements to the Ybor Alvarez Sports Complex in years past.

Director Carver stated that the airport, FHB, has passed the FDOT inspection. He also stated that he is in negotiation with the FDOT to fund/grant an ARF (airport rescue and firefighting vehicle) at the new fire station at the airport. The new John Deere tractor, bush hog and zero turn are on property. The airport support/preparations for "The Amelia" have already started. The event is from February 27th thru March 4th. Another event is the "Run the Runway 5K" which supports a nonprofit organization on May 5th. Director Carver has also helped create another event called "Wheels and Wings" which is scheduled for August 17th at the airport on National Aviation Day. This event will open a part of the airport for the public to observe aircraft and cars, food trucks and other events. More information on this will be given as it becomes available. Director Carver also gave updates on the Airport Drainage, Hangar B and Taxiway A rehab projects and timelines.

8. Commission Member Reports/Comments

None

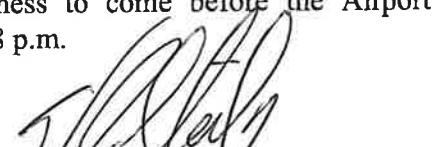
9. Public Comment Regarding Items Not On The Agenda

None

10. Next Meeting Date: April 11th, 2024

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 6:38 p.m.


Secretary


Doug Geib, Chairperson

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-113
Change Order and Budget Transfer - Peck Center Gymnasium Roof Systems Restoration and Replacement

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-113.

SYNOPSIS: The City Commission at their December 5, 2023, Regular Meeting, approved Resolution 2023-219, awarding ITB 23-18 to Aduddell Industries for the Peck Center Gymnasium Roof Restoration and Replacement in the amount of \$824,535. During work on the roof project, significant deterioration was found in the structural supports of the high gym roof. Aduddell Industries subsequently issued Change Order No. 1, in the amount of \$276,987.00, attached hereto as Exhibit A, which exceeds the funds budgeted for Project #23060, by \$36,772.00. As such, staff recommends a fiscal year 2023-2024 budget transfer, in the amount of \$36,772.00, from the Peck Center Improvements account, 3007220 56300 into Project #23060.

FISCAL IMPACT: Funds are available, in the amount of \$36,772.00, in the Peck Center Improvements account, 3007220 56300 to transfer to Project #23060.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-113.

Jeremiah Glisson, Interim City Manager	6/4/2024
Charles George, City Engineer/Deputy City Manager	6/4/2024
Lorelei Jacobs, Grants Administrator	6/4/2024
Pauline Testagrose, Comptroller	6/5/2024
Tammi E. Bach, City Attorney	6/6/2024

Date: May 31, 2024

Submitted By: Catherine Sabattini, Public Works Deputy Operations Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING ADUDDRELL INDUSTRIES CHANGE ORDER NO. 1 FOR THE PECK CENTER GYMNASIUM ROOF SYSTEMS RESTORATION AND REPLACEMENT; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission at their December 5, 2023, Regular Meeting, approved Resolution 2023-219, awarding ITB 23-18 to Aduddrell Industries for the Peck Center Gymnasium Roof Restoration and Replacement in the amount of \$824,535; and

WHEREAS, during work on the roof project, significant deterioration was found on the perimeter edge of the high gym roof. Aduddrell Industries subsequently issued Change Order No. 1, in the amount of \$276,987.00, attached hereto as Exhibit A, which exceeds the funds budgeted for Project #23060, by \$36,772.00; and

WHEREAS, as such, staff recommends a fiscal year 2023-2024 budget transfer, in the amount of \$36,772.00, from the Peck Center Improvements account, 3007220 56300 into Project #23060.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves Aduddrell Industries Change Order No.1 in the amount of \$276,987.00 for Project #23060, attached hereto as Exhibit A.

SECTION 2. The Interim City Manager and City Clerk are hereby authorized to execute all documentation pertaining to Aduddrell Industries Change Order No. 1, upon review and approval of the City Attorney.

SECTION 3. The City Commission further approves a fiscal year 2023/2024 budget transfer of \$36,772.00 from the Peck Center Improvements account, 3007220 56300 into Project #23060.

SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 18th day of June, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



(FL) CCC 1329919 / (OK) 80003755 / (LA) 64924
(AR) 0430681223 / (KS) 22-012475 / (WV) 62130

LOCATIONS

Slidell, LA
Port St Lucie, FL
Pensacola, FL
Moore, OK

May 31st, 2024

City of Fernandina Beach
Jeremiah Glisson, Operations Director
1017 South 5th Street
Fernandina Beach, Florida 32034

Re: Change Order Request for perimeter edge replacement of PECK Gym

Aduddell Industries request a change to the contract for the repair work required at the perimeter edge of the high gym roof at PECK Gym. This is due to the deteriorated steel edge and the rotten tectum decking. We will have to remove the tectum substrate, cut back and remove the steel bar joist and perimeter angle then dispose of. We will need to add on to the bar joist where removed and install all new perimeter angle metal and wood blocking. Replace all the old tectum with new at the perimeter then install two plies of SBS modified rolled roofing, secure the first ply using TwinLoc fastener and adhering the surfacing sheet. Shop fabricate all new stainless steel perimeter edge drip edge and install.

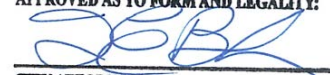
Lump sum proposal\$ 276,987.00

We trust the information provided meets with your approval and ask that you not hesitate to contact us with any questions or clarifications you may require.

Sincerely,
Aduddell Industries

William O'Donnell

William O'Donnell
532 NW Mercantile Place, Unit 106
Port ST Lucie, Florida 34986
772-971-9030 cell

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

RESOLUTION 2023-219

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID 23-18 TO ADUDELLE INDUSTRIES FOR THE PECK CENTER GYMNASIUM ROOF RESTORATION AND REPLACEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited bids for the restoration of the Peck Center Gymnasium roof systems and through Invitation to Bid (ITB) 23-18; and

WHEREAS, the City received four bids on September 28, 2023, with Aduddell Industries submitting the lowest qualified bid in the amount of \$824,535; and

WHEREAS, funding was budgeted for Project #23060 in the Peck Capital Improvements account, 3007220 56300 with grant funding being provided through the Florida Department of State African-American Historical & Cultural Grant for the "historic Peck Center restoration final phase" project through grant #23.S.AA.900.118 which requires a twenty-five percent match; and

WHEREAS, City staff recommends awarding Bid #23-18 to Aduddell Industries in the amount of \$824,535.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby awards ITB 23-18 to Aduddell Industries in the amount of \$824,535; Project #23060.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the contract, attached hetero as Exhibit A, and other documentation relating to the bid award, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of December, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

This **AGREEMENT** made on the 5th day of December in the year of 2023, **BETWEEN** the owner, CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "Owner" or "City") and the Contractor, (insert Name, Address, City, State, Zip)

PROJECT: City of Fernandina Beach- Historic Peck Center Gymnasium Roof Restoration and Replacement

CONTRACTOR: Aduddell Industries

ENGINEER: City of Fernandina Beach, Florida & Tremco Industries

The OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1. Enumeration of Contract Documents

Contract Documents comprise this Agreement, the plans, drawings, specifications, project manual, addenda, and other materials contained in City of Fernandina Beach **Bid Number 23-18**. Documents comprising **Bid Number 23-18** are incorporated into this Agreement by reference and are a part of this Agreement as if attached or repeated herein. This Agreement represents the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral.

2. Intent of Contract Documents

Execution of the Contract by the Contractor is a representation that the Contractor has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents.

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

3. Definitions:

Definitions are provided in Appendix 1 of this Agreement.

ARTICLE 2 - SCOPE OF WORK

Provide all tools, labor, materials, equipment, supervision, and all associated items for the restoration and replacement of the Peck Center Gymnasium Roof at the Historic Peck Center in the City of Fernandina Beach, Florida. The existing roofs consist of one (1) modified bitumen system (approx. 9,000 sq ft) over a tectum cementitious wood fiber deck and one (1) gravel built-up system (approx. 8,500 sq ft) over a tectum cementitious wood fiber deck.

The work will involve furnishing the tools, equipment, materials, labor, and supervision to perform the following:

GENERAL

Upon Notice to Proceed, the Contractor is to prepare all applicable documentation for submittal to the City's Building Department for permit approval to perform the scope of work specified for the Roof Replacement.

Upon permit approval, or at the request of the City, Contractor is to provide and install all safety barricades, fencing, etc., in accordance with OSHA standards for the work.

The City will provide staging areas for dumpster, materials, equipment, and contractor parking.

SCOPE OF WORK – ROOF 1

- The existing roof system is Tectum roof deck finished with a modified rolled bitumen.
- Roof is to be pressure washed and cleaned to remove all dirt, algae, and loose granules.
- Remove all roof membrane blisters and any damaged insulation. If needed, install dense deck board with low rise insulation adhesive to match existing roof height. Install double layer fiberglass or polyester fabric embedded in Alphaguard bio-based polyurethane coat over repaired areas.
- At all penetrations, pitch pans, wall stops, and curb flashings, install high tensile reinforcing fabric fully embedded in Alphaguard bio-based base coat. Metal surfaces must be primed to specification of polyurethane roof coating system.
- Install fiberglass or polyester fabric over the entire roof field. Fabric must be embedded in Alphaguard bio-based base coat.
- Apply Alphaguard bio-based TOPCOAT to roof field and flashings at a rate of 2 gal/sq.
- The roof system must come with a 20-year warranty and must include maintenance inspections every 5 years within warranty period.
- The City will be responsible for disconnecting all antennas, A/C units, conduits, etc. as needed.

SCOPE OF WORK - ROOF 2-7

- Existing roofs are a Tectum deck finished with a cold tar and gravel surface.
- Remove all cold tar gravel roof surface down to original Tectum deck.
- Adjust roof nailers to accommodate the new insulation system.
- Adhere multiple layers of polyisocyanurate using low-rise foam adhesive at 12" on center in the roof field and 6" on center along the roof perimeters. Boards to be 4' x 4' with a not to exceed thickness of 2.5".
- Stagger all board joints at 6" intervals to achieve average R value of R-25.
- Adhere ¼ dense deck primer over the entire insulation field using low-rise foam adhesive 12" on center in the field and 6" on center at perimeter.
- Install 2-ply Burmastic composite Ply HT using Power Ply standard cold adhesive at a rate of 2 gallons/100 sq ft. Adhere 1-ply Power Ply Endure 100FR using the same adhesive at the same coverage rate.
- Install 2-ply flashing using the mfg. recommended adhesives.
- Install metal termination bar and fasten 8" o.c. Seal termination bar with Tremseal Pro.
- Install 0.05 mil continuous cleat (finish aluminum) fastened to wood nailers (6" o.c.). Fasten a 0.040 drip edge (3" o.c., staggered over a mastic bed) to perimeter wood nailer and attached to continuous cleat.
- Prime metal edge flange with asphalt primer. Install 2-plys of stripping using mfg. recommended adhesives. New flashing to achieve 8" of flashing height.
- Remove one course of brick and install new stainless steel thru-wall flashing above base flashing.
- Flash penetrations, pitch pans, wall stops, and curb flashings, install high tensile reinforcing fabric fully embedded in Alphaguard bio-based base coat.
- Roof system must have a 20-year warranty and include maintenance inspections every 5 years within warranty period.

The City will be responsible for disconnecting all antennas, HVAC units, conduits as required Mobilization/Demobilization of all access equipment, barricades, scaffolding, fencing, safety equipment, and temporary facilities necessary to complete the work specified.

Removal of all existing downspouts for access to the work areas and replaced as after completion of the pointing work. Replacements All work performed by the Consultant shall comply with the National Park Service, Department of Interior, 36 CFR 67.7-Standards for Rehabilitation of Historic Buildings, Preservation Briefs No. 1 and 2 as provided in Attachment A

SITE REQUIREMENTS

Contractor understands the building is to remain occupied by City staff and utilized by the public during normal working hours. Accordingly, the Contractor is to provide and maintain adequate debris and deleterious materials collection in enclosed bins, dumpsters, areas, etc. with routing removal and disposal off-site. All temporary facilities such as portable restroom facilities are to be kept clean and maintained. All work areas are to be fenced/barricaded to prevent non-contractor personnel from entering the working areas. Access areas into the building used by City staff and the public are to be protected by the Contractor. Any areas needing to be closed during specific work phases are to be coordinated with the City and appropriate signage/barricades provided by the Contractor. It is understood the work will involve numerous lift equipment and scaffolding provided by the Contractor. All such equipment within areas utilized as access points to the building, i.e., sidewalks, walkways, etc., are to contain construction type fencing and overhead protection from debris. It is to be expected that some areas may involve dismantling and relocating of scaffolding and fencing as the work progresses. At completion of the work, all contractor equipment, materials, construction debris and miscellaneous items used by the Contractor are to be removed from the site and the existing grounds returned to original pre-construction condition.

Contractor will, prior to any delay, submit notification of delay in writing within five (5) calendar days to Project Manager or designee.

Contractor shall submit documentation explaining the cause of delay. CITY shall determine the extent of delay and extend the time for completing the work if, in CITY's judgment, the findings justify an extension. Any delay shall not entitle Contractor to any additional compensation. The sole remedy of Contractor shall be an extension of time.

Contractor shall arrange with the Project manager or designee a sequence of procedure, means of access, space for storage of materials and equipment and use of approaches, right of way, driveway, etc. CITY shall not be responsible for lost or stolen materials or tools left on the job site.

Extreme care shall be taken to safeguard all existing facilities, paved walkways, site amenities, utilities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements, and dressings to damaged materials, to the approval of City, at no additional cost to the City. In the event of damage to public and/or private property, Contractor shall immediately contact the City's Project Manager and inform them about the location and extent of the damages and will stay on site until his investigation of the damage is concluded.

Contractor shall place all debris in refuse container and keep the premises free from rubbish at the end of each working day. The CONTRACTOR shall be responsible for supplying, emptying and the removal of waste containers/dumpsters as necessary.

Contractor shall arrange material storage so as not to interfere with the City's operations.

Contractor shall at the completion of the job, remove unused material and rubbish from the site. If Contractor refuses at any time to remove the debris from the premises, or to keep the working area clean, such cleaning will be completed by the City and deducted from the balance due Contractor.

Contractor shall store all materials to be protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by Contractor at no cost to the City.

Contractor shall be responsible for clean up at the site at the conclusion of the project, including excess construction materials, and a thorough cleaning of all areas that were affected by Contractor or their subcontractors to the satisfaction of the City.

Contractor shall be aware that this project is subject to public and private vehicular and pedestrian traffic at all times.

Contractor shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.

Contractor shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of the Contractor. Contractor shall provide Safety Data Sheets: If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this the contract period, Contractor shall furnish Safety Data Sheets to the Project manager or designee prior to commencing this project.

Contractor shall perform all work under supervision of a capable supervisor using skilled employees.

Contractor shall have a person, which is on their payroll and with the authority to make decisions, on site at all times.

Prior to the start of any work, Contractor shall examine all surfaces and report in writing to the Project manager or designee any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary. The Contractor shall execute the entire Work as described in the Contract Bid documents and as follows:

ARTICLE 3 - COMMENCEMENT DATE

The Commencement Date shall be established by the Owner and communicated to the Contractor in a Notice to Proceed (NTP) sent by registered mail to the Contractor's place of business not later than 30 days following execution of the Contract, or receipt of all insurance certificates, bonds, and Schedules of Values required by the Contract, whichever is later. Failure to provide the required insurance or bonds within ten (10) days of the Award of Bid shall constitute a delay by the Contractor in honoring his Bid.

The Contractor will not commence Work on the project until receiving a Notice to Proceed from the Owner.

ARTICLE 4 - SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work within fourteen (14) calendar days from the date of Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work not later than **130** consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the work not later than thirty (30) days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor the sum of **\$824,535.00** subject to additions and deductions as provided in the Contract Documents for all Work described in Article 2.

ARTICLE 6 - LIQUIDATED DAMAGES

The Contractor and Owner mutually agree that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted in accordance with this Agreement, then the Contractor does hereby agree, as a part consideration for the award of this contract, to pay to the Owner for the first twenty calendar days the amount of Five Thousand Dollars (\$5,000) and One Thousand Dollars (\$1,000.00) per calendar day from the twenty first day and beyond for each calendar day beyond the Substantial Completion Date not as a penalty but as liquidated damages for such breach of Contract. Furthermore, the Contractor agrees to pay to the Owner the amount of Two Thousand Dollars (\$2,000) for each calendar day that the Work remains incomplete after the date established for Final Completion.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. Also, failure to meet requirements for substantial or final completion shall subject the Contractor to reinspection fees as set forth in the specifications.

In addition to liquidated damages, should the Owner become liable for additional architectural fees due to delays by the Contractor which extend construction beyond the contracted construction time, the Contractor shall be liable for payment of such expenses to the Owner.

Both Liquidated Damages and Reinspection Fees shall be implemented using a Deductive Change Order or Construction Change Directive. The exact form used and its titling of such change order shall be as determined by the Owner.

ARTICLE 7 - PAYMENTS

1. Progress Payments

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Architect/Engineer not later than the 15th day of the month, the Owner shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the Architect/Engineer after the Application date fixed above, payment shall be made 15 days after the Architect/Engineer received the Application for Payment.

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.

Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values, less retainage of 10%.

Add that portion of the Contract Amount properly allocable to materials and equipment delivered and stored at the Project Site for subsequent incorporation into the Work, less retainage of 10%.

Subtract the aggregate of previous payments made by the Owner.

The progress payment amount shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount, less such amounts as the Architect/Engineer and Owner shall determine for incomplete Work and unsettled claims.

2. Final Payment

Final payment, comprising the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed and accepted by the Owner. Final payment shall be contingent upon the Contractor providing all warranties, guaranties and waivers of liens required under the Project Closeout Section of the Specifications. Furthermore, payment shall be made in accordance with the Florida Prompt Payment Act applicable to local governments.

3. Certifying a Schedule of Values

Within 10 days after award of the Contract, the Contractor shall submit to the Architect/Engineer a Schedule of Values allocating the values of various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer or Owner may require. This Schedule of Values shall be reviewed by the Architect/Engineer and approved by the Owner, and shall be used as the basis for reviewing the Contractor's Applications for Payment.

The Schedule of Values shall include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment. Rough-in work shall be shown separately from finish work.

4. Contractor Applications for Payment

By the 15th of each month the Contractor shall submit to the Architect/Engineer an itemized Application for Payment in accordance with the Schedule of Values. Such application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require. Payment shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into Work. If approved in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment shall not include:

- Request payments on account of changes in the Work which have not been approved by the Owner in a Change Order; and
- Payment of amounts the Contractor does not intend to pay to a Subcontractor or Supplier because of a

dispute or other reason.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that all work, equipment and materials included in the Application for Payment are to the best of the Contractor's knowledge, information and belief, free from liens, claims, security interests or encumbrances.

5. Certification of Payment Requests

Within seven (7) days after receipt of a Contractor's Application for Payment, the Architect/Engineer, in consultation with the Owner, will issue a Certificate for Payment for an amount the Architect/Engineer and Owner determines is due, or notify the Contractor in writing of the reasons for withholding certification. A Certificate for Payment shall not constitute acceptance of Work not in accordance with the Contract Documents.

6. Criteria for Withholding A Certificate for Payment

The Architect/Engineer or Owner may withhold approval of a Certificate for Payment or, because of subsequent events, may nullify a prior approval of payment in whole or in part if in the Architect/Engineer's or Owner's opinion Contractor representations to the Owner are not supported or are deemed inaccurate. If the Contractor and Architect/Engineer or Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate of Payment for the amount to which the Architect/Engineer and Owner are able to certify payment. Certification may be withheld for these reasons:

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

When reasons for withholding certification are corrected, the Architect/Engineer and Owner will certify amounts previously withheld.

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

The Contractor may terminate the Contract if work is stopped for a period of 60 days or longer for the following reasons:

- Issuance of a Stop Work Order by a court regulatory agency having jurisdiction over the project; or
- An act of Government making materials or labor unavailable.

If any one of the reasons stated above exists, the Contractor shall be compensated as provided in this Agreement only for Work executed in accordance with the Contract Documents.

2. Termination by The Owner For Cause

The Owner may terminate the Contract due to the Contractor's inability to perform for these reasons:

- Refusal or failure to supply properly skilled workers or materials;
- Disregarding the laws, ordinances or regulations of public authorities having jurisdiction over the Work; or
- Substantially breaching provisions of the Contract Documents.

If such conditions exist the Owner may, without prejudice of any other rights or remedies of the Owner, after having given the Contractor and the Contractor's surety seven days written notice, terminate the Agreement and, subject to any prior rights of the surety:

- Take possession of the site and materials, equipment, tools, and machinery therein owned by the Contractor;
- Accept assignment of Subcontracts; and
- Finish the work by whatever means are available to the Owner.

Should the Work be terminated according to this section the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess shall be used to pay the Contractor amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been Certified by the Architect/Engineer and accepted by the Owner. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, which obligation for payment shall survive the termination of the Agreement.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the Owner by reason of the termination of the Contractor as stated herein. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's costs have been established, and to apply such amounts to such costs.

Should the Owner's termination of the Contractor for Cause be challenged, and should such challenge prevail, then the Owner's termination of the Contractor shall be deemed to have been a Termination for Convenience, and Contractor's entitlement to compensation shall be determined in accordance with paragraph 3 below.

3. Termination by the Owner for Convenience

The Owner may, without cause, order the Contractor in writing to suspend, delay or terminate the Work in whole or in part for such period of time the Owner may determine. The Owner shall adjust the Contract Amount for increases in the cost of performance under the Contract caused by suspension, delay, or interruption.

No change in Contract Amount shall be made where the suspension, delay, or interruption for which the Contractor is responsible or attributable.

In the event of termination for convenience by the Owner, the Contractor shall only be entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those jobsite costs directly attributable to termination (such as jobsite demobilization costs). Contractor shall not be entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, lost profit on under-performed portions of the work, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity, lost or reduced bonding capacity.

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

The Architect/Engineer will provide project management services as described in the Contract Documents, and will serve as the Owners representative during construction, and until final payment is certified. The Architect/Engineer will consult with and advise the Owner. The Architect/Engineer will have the authority to act on behalf of the Owner only to the extent as provided in the Contract documents.

The Architect/Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, Contractor, Subcontractors, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Architect/Engineer's obligations are to the Owner, and in performing such obligations the Architect/Engineer may consequently alter the burdens and expense of such other parties. If the Contractor claims additional cost or time on account of the Architect/Engineers performing such obligations, the Contractor shall give notice as provided in Article 13.

The Owner and Contractor shall communicate through the Architect/Engineer. Communications by and with the Architect/Engineer and Architect/Engineer's consultants shall be through the Architect. Communications by and with subcontractors and suppliers shall be through the Contractor. Communication by and with other Contractors working on the site which are not parties to this Agreement shall be through the Owner.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Architect will perform site inspections at critical stages of construction to become generally familiar with progress and quality of completed Work to determine if in general the Work is performed in accordance with the Contract Documents. The Architect will have authority to reject work which does not comply with the Contract Documents. Wherever considered necessary, the Architect may require additional inspection or testing of the Work whether the Work is fabricated, installed or completed.

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Architect undertaken while providing administration of the Contract shall not be construed as either supervision or coordination, since these are solely the Contractor's responsibility.

3. Review and Approval of Contractor's Submittals

The Architect will review and approve the Contractor's Submittals, such as shop drawings and product samples, for the limited purpose of checking for compliance with the Contract Documents. The Architect's review does not relieve the Contractor of his obligations under the Contract to comply with the plans and specifications.

The Architect's approval of a submittal which contains a deviation which has not been specifically called to the Architect's attention excludes approval of that deviation and shall not serve as a waiver of the rights of the Architect or Owner unless the Architect makes specific written acceptance of said deviation on the Architect's letterhead or Owner makes specific written acceptance of said deviation on the Owner's letterhead.

4. Interpret Plans

The Architect will provide interpretations of the Plans and Specifications for compliance with the Contract Documents. The Architect's response to interpretation requests shall be made with reasonable promptness, or a maximum of 15 days from the date of written request.

Interpretations of the Architect will be consistent with the intent of the Contract Documents and will be documented in writing or in the form of plans and drawings.

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to the Contractor, and provided such drawings or information are

reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

The Architect will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by issuing a Construction Change Directive which shall be immediately binding on the Contractor upon receipt.

6. Certifying Applications for Payment

Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review amounts due the Contractor and will, upon approval by Owner, issue Certificates for Payments.

7. Preparing Change Orders

The Architect will prepare Change Orders for approval by the Owner.

8. Substantial Completion and Acceptant Reviews

The Architect will conduct inspections, and if Work is found Substantially Complete by the Owner and Architect, establish the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner for the Owners' review, project records, written warranties and related documents required by the Contract and assembled by the Contractor. The Architect will issue a final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the Owner.

B. OBLIGATIONS OF THE OWNER

1. Project Manager

The Owner will designate a Project Manager, through which the City will communicate with the Architect and Contractor.

2. Information Provided by Owner

The Owner shall furnish surveys describing physical characteristics of the site, and utility locations.

Information or services requested by the Contractor and under the Owner's control shall be promptly supplied to the Contractor in order to promote orderly progress of the Work. Such information and services will be provided to the Contractor free, unless otherwise provided in the Contract Documents.

The Owner will furnish the Contractor, free of charge, a maximum of ten sets of Construction Documents.

The Owner disclaims any responsibility for information not expressly set forth in the plans or specifications. Therefore, the Owner shall not be responsible for archived information or other information that may be in the Owner's possession or control, but which has not been utilized by the Project Architect and expressly contained, depicted, or otherwise expressly set forth in the Contract Documents.

3. Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. Owner's Right to Stop Work

If the Contractor fails to correct Work which is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop work or any portion thereof until the cause of such order has been eliminated. Such an order must be in writing.

5. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the Owner may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by the default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

In all matters concerning performance under this Agreement and requirements of the Contract Documents, the Owner's interpretation will prevail.

7. Approving Substantial Deviations

The Owner will approve in writing all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the Intent of the Contract Documents.

8. Owner's Right to Expedite Schedule

If Owner determines, in its reasonable opinion, that the performance of the Work as of any date during construction has not progressed or reached the level of completion required by the Contract Documents and/or the construction schedule acceptable to Owner, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including, without limitation, (I) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by Owner pursuant to this paragraph. The Owner may exercise the rights furnished hereunder or specifically pursuant to this paragraph as frequently as Owner deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule and the Contract Documents.

Such changes shall be affected by a Change Order signed by the Contractor, Architect, and the Owner.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

The Contractor shall carefully review Contract Documents and information provided by the Owner, and shall at once report to the Architect any errors, omissions, or inconsistencies discovered.

If the Contractor performs any construction activities with knowledge of an error, omission or inconsistencies in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance.

3. Review of Field Conditions

The Contractor shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions or inconsistencies discovered shall be reported to the Architect at once. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials (except for unforeseeable serious material shortages), tools and equipment, (5) availability of temporary utility service and (6) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in subparagraph 10.1.2, the Contractor shall be solely responsible for providing a safe workplace. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor of any Subcontractor to comply with the requirements of this Subparagraph.

4. Supervision and Construction Procedures

The Contractor shall perform the Work in accordance with the Contract Documents and Submittals approved by the Architect.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; and for coordinating all portions of the Work, under Contract, unless otherwise specified in the Contract Documents.

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the Contractor or his Subcontractors.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or, the Owner's Project Manager, in administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5. Inspection of Work

The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not

skilled in tasks assigned to them.

7. Warranty

The Contractor warrants to the Owner that materials, equipment, and skilled labor will be provided in accordance with the Contract Documents, and that the Work will be free from defects. Work not conforming with these requirements, including substitutions not properly approved and authorized, may be considered defective.

8. Construction Schedule

Prior to issuance of a Notice to Proceed, but not later than fourteen (14) days after Notice of Award, the Contractor shall prepare and submit to the Architect a Construction Schedule for the Work. The Schedule shall not exceed the time limits established in the Contract Documents, nor shall the Schedule reflect an early completion of the Work. The construction schedule shall document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work with activity durations limited to 14 days. The Construction Schedule shall also identify the critical path and any other near critical events which would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Architect. The Construction Schedule shall be revised at appropriate intervals as required by conditions of the Work.

9. Project Records

The Contractor shall maintain the following project records at the project site:

- Construction Schedule
- Plans and Drawings
- Specifications
- Addenda
- Change Orders
- Construction Change Directives
- Shop Drawings
- Product Data
- Samples
- Required Submittals
- Superintendent's Log

Records shall be maintained in good order and, marked to reflect current changes and selections made during the construction process.

Records shall be available to the Architect and Owner and, with the exception of the Superintendent's Log, shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

Additionally, the Superintendent's Log shall at a minimum document the dates and times of critical inspections; instructions received from the Architect; and weather conditions including dates, times, and amount of rainfall received.

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Architect prior to their implementation. The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Architect. Such Work shall be accomplished in accordance with approved Submittals.

The Contractor shall not submit any shop drawing or other submittal that is merely a tracing or other copy of any of the Contract Documents. Each submittal item must be prepared by the Contractor, or for the Contractor by a

Subcontractor or Supplier of the Contractor. The Architect shall have the authority to reject any submittal items that violate this provision, and no extension of Contract Time shall be given on account of such rejection. Architect's review and action on any such Submittals shall not serve as a basis for or give rise to any claim in favor of Contractor or any third party against the Owner or Architect.

By submitting the materials described above to the Architect for approval, the Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Documents. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Architect makes specific written acceptance of said deviations on the Architect's letterhead.

11. Use of the Project Site

The Contractor shall confine operations to the Site as designated by the Owner, and shall confine operations and activities to those permitted by law, ordinances, permits, and the Contract Documents; and should not unreasonably encumber the site with materials or equipment. The Contractor is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

The Owner will be responsible for resolving disputes between the Contractor and other Contractors with which the Owner has a separate Agreement concerning use of the Project Site.

12. Cleanup of Project Site

The Contractor shall keep the premises and surrounding area reasonably free of rubbish, waste materials, or debris caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the Owner's satisfaction. Should the Contractor fail to clean up as provided in the Contract Documents, the Owner may do so and the cost charged to the Contractor through a deductive Change Order or Construction Change Directive.

13. Observations and Inspections

The Contractor shall provide Owner and Architect access to the Work, wherever located and in whatever stage of construction for the purpose of providing inspections and observations necessary to assess compliance with applicable codes and to identify the quality and quantity of Work performed.

If a portion of the Work is covered contrary to the Architect's request or to the requirements expressed in the Contract Documents, it must be uncovered to allow the requested inspection or observation and replaced at the Contractor's expense without change in Contract Time.

If a portion of the Work has been covered for which the Owner or Architect has not specifically requested prior observation, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement shall be born by the Owner and implemented through a Change Order recommended by the Architect and approved by the Owner. If such Work was inspected and found not to be in conformance with the Contract Documents, the Contractor shall pay the cost of uncovering and replacement without a change in Contract Time.

14. Correcting Rejected Work

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such Work, including those for additional testing and inspections and compensation for any additional design or necessary administrative costs.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the Contractor, Subcontractor, or Suppliers, whichever is greater, or by the terms of a special warranty required by the Contract Documents; any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it within ten (10) days after receipt of a written notice from the Owner. This obligation shall survive acceptance of the Work under the Contract and Termination of the Contract, if such Termination has been exercised by the Owner.

If the Contractor fails to correct nonconforming Work within ten (10) days or such reasonable time as may apply, the Owner may complete the work in accordance with the provisions in Article 9-B-5 and 9-B-8 of this Agreement.

15. Acceptance of Non-Conforming Work

The Owner may at his option accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

16. Tests & Inspections

Tests, inspections and approvals of portions of the Work required by law, ordinance, rules, regulations, or other orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals, and shall be responsible for paying testing, inspection, and reinspection fees.

Other tests, inspections, and approvals required by the Contract Documents shall also be made at the appropriate times. The Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratories or entities designated by the Owner. The Owner shall bear the costs related to these tests, inspections and approvals.

For all tests and inspections conducted under this section, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that observations may be made.

If tests or inspections reveal failure of portions of the Work to comply with the Contract Documents, or approval is not secured from a public authority having jurisdiction over the project for a portion of the Work covered by the Contract Documents, the Contractor shall bear all costs made necessary by such failure.

Certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the Architect

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the Contractor will furnish in writing to the Architect the names of persons or entities, including Subcontractors, material suppliers, equipment suppliers, and fabricators proposed for Principal Portions of the Work. After conferring with the Owner, the Architect will promptly inform the Contractor in writing whether or not there are reasonable objections to the any of the proposed persons or entities unto which the Contractor proposes to enter into an Agreement.

2. Rejection of Subcontractors

Neither the Contractor nor the Owner shall be required to Contract with anyone to whom either party has made a reasonable objection; excepting instances where the Contract Documents require use of a material, equipment, or other product for which there is no acceptable alternate supplier or installer.

3. Removal of Subcontractors

The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate Agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, under this Agreement, assumes toward the Owner.

Each Subcontract shall preserve and protect the right of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights and shall allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against the Contractor that the Contractor has against the Owner.

In all Contracts between the Contractor and Subcontractor, suppliers, or fabricators, the Owner will be named as third party beneficiary.

Each Subcontract for a portion of the Work is assigned by the Contractor to the Owner under these conditions:

- Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 8-2 of this Agreement.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

The Owner reserves the right to perform construction or operations related to the Project outside the scope of this Agreement with Owner's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Agreement.

2. Owner to Provide Coordination

The Owner shall provide for coordination of activities of the Owner's own forces and for Contractors under a separate Agreement to provide construction services on the Project Site. If part of the Contractor's Work depends upon prior Work performed by the Owner or other separate Contractors, the Contractor shall, prior to proceeding with that portion of the Work, at least forty-eight (48) hours prior to the start of such activity, report to the Architect apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's previously completed construction is fit and proper to receive the Contractor's Work. Further, Contractor shall cooperate in scheduling the work by providing the Owner with all requested schedule information and shall adjust the sequencing of its work, at no additional cost to the Owner.

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Order or Construction Change Directive executed in accordance with this Agreement.

2. Construction Change Directive

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the Architect. A Construction Change Directive signed by the Contractor indicates agreement of the Contractor with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives shall be issued using AIA Form G714.

3. Construction Change Order

In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:

- Contract Amount
- Contract Time
- The intent of the Contract Documents

In such instances, a Construction Change Order must be signed by the Architect, Contractor and Owner. Construction Change Orders shall be issued using AIA Form G701.

Change Orders may not have typed text altered or additions placed thereon after the signing process has begun. Change Orders with alterations to typed text or additions placed thereon shall not be considered altered by such, and the original Change Order shall govern. Should alterations or additions to a Change Order be desired, said Change Order shall be re-typed and re-signed, and said Change Order shall be identified as "Revised".

4. Changes in Contract Amount

No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued by Owner. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase to the Contract Sum or change in the Contract Time. Claims for disputes concerning Contract Amount shall be determined in accordance with Article 13 of this Agreement.

5. Cost of Work

The term "Cost of Work," or "Direct Cost," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the area of the project and may include the following categories:

- Labor (payroll, taxes, fringe benefits, workers' compensation, health and retirement benefits, sick leave)
- Owned equipment (at lowest applicable equipment manual rate)
- Rented equipment (at actual rental rate)
- Materials
- Supplies
- Subcontractor's costs
- Bonds and insurance

The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Article.

The term "Cost of the Work" or "Direct Cost" shall not include any of the following:

- Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and

sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in its principal or a branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit.

- Extraordinary fringe benefits not specifically identified above.
- Expenses of Contractor's principal and branch offices other than the Contractor's office at the job site.
- Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Architect. When a credit is due, the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in direct cost will be the amount of the actual net decrease in direct cost as determined by the Architect plus the actual reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit allowance.

The allowance for combined overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, seven and one-half percent (7-1/2%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-contractor, seven and one-half percent (7-1/2%) of the amount due the Sub-contractor.

6. Changes in Contract Time

Changes in Contract Time shall be granted only by Construction Change Order. Claims for disputes concerning Contract Time shall be determined in accordance with Article 13 of this Agreement.

7. Changes in Contract Time Due to Weather Conditions

The Contractor shall consider climatic conditions in preparing the construction schedule and shall anticipate therein periods where work may not be practical due to adverse weather conditions.

Weather conditions shall not comprise grounds for extension of Contract Time unless the Contractor is able to demonstrate that the number of rain days during the entire Contract Time exceeded 120% of that for the same period in the prior year. In making such an assertion the Contractor shall use rain data recorded in the Superintendent's Log, which must include the date, duration and volume of rain recorded at the Project Site for each day, as compared to that recorded for the area closest to the Project Site, as reported by the National Weather Service. The Owner shall determine the criteria for establishing "rain days".

8. Contractor's Obligation to Comply with Construction Change Directives

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the

Work. The Contractor shall promptly comply with the Construction Change Directive whether or not a Construction Change Order has been executed.

9. Effective Date of Change Orders

Construction Change Orders shall become effective immediately upon execution by the Contractor, Architect, and Owner.

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 days after the occurrence of the event giving rise to such Claim or within 14 days after the Contractor would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of Contractor Claims shall be complete. Written notice which is incomplete and only partially identifies a claim, with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the Contractor shall inform the Project Architect of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the Contractor would have reasonably first recognized the materially different field conditions.

The Architect will promptly investigate and report to the Owner if field conditions were found to be materially different than those which could have been reasonably found given the criteria indicated above. If field conditions are found to be materially different, the Owner shall prepare a Construction Change Order providing an equitable adjustment in Contract Amount and/or Contract Time.

If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

Claims for an increase in Contract Time will be made by the Contractor by presenting a "Request for Delay" (RFD) form to the Architect within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. RFD forms will be supplied to the Contractor by Owner or the Architect.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Construction Change Order. Timely presentation of a RFD form is the

prerequisite for obtaining a Construction Change Order. The Construction Change Order shall address any and all Claims based on said occurrence. With respect thereto, Contractor agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or the Architect or attributable to the Owner or the Architect, and including Claims based on breach of Contract or negligence, shall be an extension of the Contract Time. Contractor hereby waives any and all other Claims based on said occurrence which are not addressed by the Construction Change Order.

Nothing contained herein will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

Owner's liability to Contractor for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract including, but not limited to, claims for payment by Owner of the costs, damages, or losses because of changed condition under which the Work is to be performed or for additional Work, shall be governed by Article 12-4 and must be submitted in strict accordance with the following provisions:

All Claims must be submitted as a Request for Construction Change Order in the manner provided herein;

- Contractor must submit a Notice of Claim to the Owner and to the Architect within fourteen days (14) of when the Contractor was, or should have been, aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, Contractor shall submit to the Architect and Owner its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

Contractor agrees that the Owner shall not be liable for any Claim the Contractor fails to submit as a Request for Construction Change Order or as a timely presented RFD form as provided in this Agreement.

After receipt of a Request for Construction Change Order, Owner, in consultation with the Architect, shall deliver to Contractor within thirty (30) days after receipt of request its written determination of the Claim.

Contractor's exclusive remedy for delays in performance of construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect including claims based on breach of contract or negligence, shall be a Claim or a RFD form submitted in compliance with this Article.

Contractor expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Architect shall notify the Contractor in writing that the Owner shall make a determination within seven (7) days, which determination shall be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the Owner shall render to the parties a written decision relative to the Claim, including any change in Contract Amount and/or Time.

If there is surety and there appears to be a possibility of the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury of Damage to Person or Property

If any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, shall be given to the other party within a

reasonable amount of time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is to be asserted, it shall be filed as a Claim pursuant to the conditions of this Article.

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

The Owner may release a Designated Portion of the Work under this Contract upon the issuance of a Certificate of Substantial Completion for the Designated Portion. Subsequent to said release, the Owner may make payment to the Contractor up to the pro-rated amount of the Contract Amount which is allocable to the value of the Designated Portion of the Work under the Contract. Payment under this provision may be made in full with no retainage or, a lesser retainage, at the sole discretion of the Owner.

Further, the parties agree that in the event the Owner releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the Contractor agrees that all insurance required by the Contract Documents will remain in full force and effect until final acceptance of the entire Work by the Owner.

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Architect will make an inspection, and with the approval of the Owner, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.

The Contractor may request additional inspections by the Architect as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall establish responsibilities of the Owner and Contractor for:

- Security
- Maintenance
- Water, sewer, electric and other utilities
- Damages to the Work; and
- Insurance Responsibilities

The Certificate shall also establish the time within which the Contractor shall finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor, certification by the Architect, and approval by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

3. Final Acceptance and Payment

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Architect shall promptly inspect the Work. When the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect shall issue a Certificate for Final Payment.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect all information required in the Contract Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, final payment, nor any remaining retainage, shall be due until the Contractor executes and presents to the Owner a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the Owner. Acceptance of final payment by the Contractor shall comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Agreement.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

1. Compliance with Federal, State, and Local Laws, Ordinances, and Regulations

Contractor agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not necessarily limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity Act which prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Trench Excavation System & Shoring standards as adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act)

Additionally, The Contractor shall not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.

2. Safety of Employees and Property

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- Employees on the Project Site and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
- Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or

loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

3. Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in this Agreement.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the Contractor has failed or is failing to prosecute or

defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Waiver of Subrogation

The Owner and the Contractor waive all rights against each other for damages caused by perils coverage by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and the Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner and the Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

3. Contractor's Insurance

The Contractor shall not commence any Work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, has named the Owner as an additional insured, except for Worker's Compensation Coverage, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

The Contractor's insurance, and the insurance of any other party bound to the Contractor, shall be considered primary. The Owner's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

4. Loss Deductible

The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Contractor.

5. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to procure and maintain, during the life of the

subcontract, insurance of the types specified in this Article or insure the activities of his Subcontractors in his policy as required in this Article.

6. Certificate of Insurance

The Owner shall be furnished proof of insurance coverage as follows:

- The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the Owner and a copy to the Architect at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the Owner and such Certificate shall clearly state all the coverages required in this Article
- If requested by the Owner, the Contractor shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Article.

7. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to Owner for the protection of employees not otherwise protected.

8. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect Owner from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for the Contract.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- The Contractor is required to continue to purchase products and completed operations coverage for Work performed under this Agreement for a minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

9. Builder's Risk Coverage

The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form issued to provide coverages on an "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Contractor, Owner, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the Owner prior to final acceptance and payment by the Owner.
- The Owner being named as an additional insured.

10. Payment and Performance Bond

Contractor shall provide Owner with a Payment and a Performance Bond in the amount of the Contract Price within ten (10) days of the Notice of Award of Contract. Failure to provide the bond(s) shall result in this Agreement becoming null and void. No action on the part of the Owner shall be deemed to waive this requirement except a written amendment to this Agreement. Said bonds shall be in substantially the same form as in Section 255.05, Florida Statutes.

Additionally, bonds must meet the following specifications:

- The surety company shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida and be doing business in the State of Florida
- The surety company shall have a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 and 9308, Title 31, of the United States Code.
- The surety company shall be in full compliance with the provisions of the Florida Insurance Code
- The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
- The surety company shall have at least a Policy Holding's Rating of "A-" and Financial Rating of VI in the latest issue of "Best's Key Rating Guide".

Alternative forms of security as described in Section 255.05, Florida Statutes, are acceptable where approved by the Owner in writing.

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods Between the Owner, Contractor and assignees are as follows:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- Between Substantial Completion and Final Certificate for Payment. As to acts or failure to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged

cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

2. Concerning Latent Defects and Fraud

As to latent defects and fraud, the applicable statute of limitations shall commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

2. Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

3. Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Email delivery shall also constitute delivery of written notice, and may, at Owner's sole discretion, include US Mail with proof of delivery in addition to the email.

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

The Architect shall be liable only to the extent of its interest in the Project; and no officer, director, partner, agent, or employee of the Architect (or any partner of a partner or any agent or employee of a partner) shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation.

5. Attorney Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

6. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or

unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, acts of terrorism, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, rules, ordinances, rules of regulations. The Contractor or Owner may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Owner shall resume its performance as soon as is reasonably possible.

8. Contractor Not A Third Party Beneficiary

Contractor understands and agrees that it shall look only to the City/Owner for payment and that it is not a third party beneficiary or in any manner otherwise a beneficiary of that certain Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this Agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project.

9. Public Records Law and Obligations

Pursuant to Section 119.0701, Florida Statutes, Contractor shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-310-3115, CBEST@FBFL.ORG, 204 ASH STREET, FERNANDINA BEACH, FL.

IN WITNESS WHEREOF the parties have executed the Agreement on the day and date first above written.

OWNER: The City of Fernandina Beach

12/5/23

Ty Ross, City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR: Aduddell Industries

Contractor's Name: William J O'Donnell

General Manager

Title/Officer

ATTEST Jeff Schlicher

APPENDIX I - DEFINITIONS

Allowance - An amount included in the contract amount to be used exclusively for equipment, materials, or some other purpose specified in the Contract Documents and whose use is under the control of the Owner.

Application for Payment - A formal written request for payment submitted by the Contractor to the Architect for payment for work performed pursuant to this Agreement.

Architect - The design professional retained by the Owner responsible for designing the facilities to be constructed and/or the design professional responsible for providing contract administration during construction services and to assess whether construction services are provided in accordance with the Contract Documents.

Bid - A properly signed proposal to do the work, or designated portion thereof for the stipulated sum indicated on the bid form and supported by data required by the Bid Documents.

Bid Documents - The documents either provided or incorporated by reference defining and documenting the scope of services, conditions under which services are to be provided, conditions under which a contractor will be selected and the work will be performed, and the technical specifications for the equipment, goods, or services being procured.

Certificate for Payment - An application for payment which has been signed by the Architect, who certifies that the pay request is proper and all representations made by the Contractor are correct.

Certificate of Substantial Completion - A form signed by the Architect certifying that the work, or a designated portion of the work, has been completed to such an extent that it may be occupied by the Owner for its intended purpose.

Change Order - A form documenting the Contractor's and Owner's agreement to modify the work where the modification involves a change in Contract Amount, Contract Time, or the intent of the Contract Documents.

Claim - A demand or assertion by one of the parties to the Agreement for an adjustment or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims may also include other disputes between the Owner and Contractor concerning the manner in which work is being performed.

Construction Change Directive - An order signed by the Architect instructing the Contractor to change the Work.

Construction Schedule - An action plan summarizing how the Contractor proposes to complete the entire work in the Contract Documents within the established Contract Time. The Construction Schedule should identify key tasks and activities necessary to complete the project within the Contract Time.

Contract/Agreement - The Agreement between the Owner and the Contractor as defined by the Contract Documents.

Contractor - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract.

Contract Amount - The stipulated sum to which the Owner agrees to pay the Contractor for performing the work described in the Contract Documents, as modified by Change Order.

Contract Documents - Individual documents which collectively comprise the Contract between the Owner and Contractor, including: 1) the Agreement between the Owner and Contractor, 2) Bid Documents including the invitation to bid, Instructions to bidders and Contractor bid package, 3) Drawings, Specifications, Plans prepared by the Architect which describe the work to be performed, 4) addenda issued prior to execution of the Contract, 5) other documents listed in the Agreement, and 6) modifications issued after execution of the Contract, including: 1) written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

Contract Time - The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work. Contract Time is the time between the Date of Commencement identified in the Notice to Proceed issued by the Owner and the date established in the Agreement for Substantial Completion.

Date of Commencement - The date specified in the Notice to Proceed issued by the Owner specifying when the Contractor may begin work on the Project.

Day - As referenced in this Agreement "Day" includes all calendar days including weekends, holidays, and days of inclement weather.

Drawings & Plans - Graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the work generally including plans, elevations, sections, details, schedules and diagrams.

Final Acceptance - The Owner's final acceptance of the work performed by the Contractor as recognized by making final and complete payment for all work intended by the Contract Documents.

Invitation to Bid - A formal solicitation issued by the City of Fernandina Beach identifying the scope, terms, conditions, and specifications of goods and services procured from private contractors.

Non-Substantial Deviation - A change in the work or - deviation from the plans, specifications, or other Contract Documents which does not change the Contract Amount, Contract Time, or the intent of the Contract Documents.

Notice of Award of Contract - Written notice to the Contractor that his Bid has been accepted by the City Commission with the intent to enter into a Contract for the Construction of the Project.

Notice of Claim - A memorandum or letter presented to the Architect detailing a Claim for additional compensation. The memorandum or letter must be labeled "Notice of Claim" and specifically identify the conditions giving rise to the Claim and the amount of additional compensation being requested.

Notice to Proceed - A letter issued by the Owner officially communicating the date when the Contractor may begin work on the Project or a designated portion of the Project.

Owner - The City of Fernandina Beach, or the City of Fernandina Beach's authorized representatives.

Partial Occupancy or Substantial Completion of a Designated Portion - Declaration by the Owner that a designated portion of the work has been completed so that it is ready for occupancy by the Owner for its intended purpose.

Principal Portion of the Work - Work or equipment provided by a Subcontractor with which the Contractor has a direct Contract; and Sub-Subcontractors or other material or equipment providers as designated by the Architect or Project Manager.

Project - All physical improvements planned for a defined site. Work performed under the Contract Documents may comprise the whole work, or a part of the work planned for the Project Site.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

Project Manual - A volume or volumes usually assembled to describe the work which may include bidding requirements, sample forms, the Contract, and specifications.

Project Manager - The City's authorized agent for communication with the Architect and Contractor and making decisions on the City's behalf as provided in the Contract Documents.

Project Site - The physical location identified in the Contract Documents where work is to be accomplished.

Samples - Physical examples which illustrate the materials, equipment, workmanship, or application methods by which the work will be judged.

Schedule of Values - The amount of money and percentage of the Contract Amount attributable to various components or portions of the work, where prepared in such a form and supported by such data to substantiate its accuracy.

Shop Drawings - Drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the work in greater detail than is provided in the plans or specifications.

Specifications - That portion of the Contract Documents comprising written standards and requirements for materials, equipment, construction systems, and workmanship for the work, and performance of related systems.

Subcontractor - A person or entity who has a direct Contract with the Contractor to perform a portion of the work.

Substantial Completion - The stage of construction where the work or designated portion thereof is sufficiently complete so that the Owner can occupy or use the work for its intended purpose.

Substantial Deviation - A change in the work which deviates from the intent of the Contract Documents, Contract Amount, or Contract Time.

Superintendent - The Contractor's authorized representative on the Project Site.

Supplier - A person or entity who provides equipment, material, or other resources required by the Contractor or Subcontractors

to perform the Work.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor in fulfillment of obligations under the Contract. The work may constitute the whole Project or part of the Project.

SCRIVENER'S ERROR CORRECTION
RESOLUTION 2023-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORIC RESOURCES AFRICAN AMERICAN CULTURAL HERITAGE GRANT FUNDS OF ~~\$865,500~~ \$876,500 WITH A \$188,250 MATCHING FUND REQUIREMENT FOR PECK GYM CENTER ROOF AND PECK ADMIN FLOORING REPLACEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the restoration and repair of Peck Center is a recent funding priority of the City as evidenced by: 1.) budgeted funding of Peck Center of \$1,625,000 in FY 2021/2022; 2.) successful pursuit of \$500,000 in FDOS grant funds in FY 2021; and 3.) the selection of Peck Center repair and restoration as a Legislative Priority in December 2021 via Resolution 2021-181; and

WHEREAS, in 2022/2023, the City submitted a grant application for Peck repair and restoration work to the Florida Department of State, Division of Historic Resources, African American Cultural Heritage Grant ("AACH Grant") for \$876,500 in grant funds with a matching fund requirement of \$188,250, for a total project cost of \$1,064,750.00; and

WHEREAS, the City has been awarded the above-mentioned grant as Grant # 23.s.aa.900.118 to complete Peck Center repairs utilizing methods and materials that meet the national Historic Preservation standards, ensuring the lasting resiliency and beauty of Peck Center; and

WHEREAS, acceptance of this grant will provide funding to complete the final needed repairs of Peck Center, which is the replacement of the Peck gym roof system and the replacement of Peck administration common area flooring; and

WHEREAS, The projects funded through Grant #23.s.aa.900.118 are included in the FY 2022/2023 City budget in the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project #23060.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

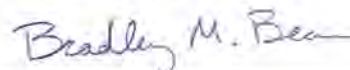
SECTION 1. The City Commission hereby accepts FDOS Grant Award #23.s.aa.900.118 to complete Peck Center repairs.

SECTION 2. The City Clerk and Interim City Manager, upon review of the City Attorney, are hereby authorized to execute all documentation required to implement the grant-funded project.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 6th day of June, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach

TAMMI E. BACH
City Attorney

City of Fernandina Beach**23.s.aa.900.118**

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fernandina Beach, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Historic Peck Center Restoration Final Phase. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and roof replacement. Grant funds will also be used for professional architectural/engineering services.

Amended Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and gymnasium roof replacement. Grant funds will also be used for professional architectural/engineering services.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Gymnasium Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

AUTHORIZATION

Charles L. George, Interim City Manager

Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

CLG

Authorized official Signature

Date

Alissa Lotane

Division Authorized official Signature

6/27/23
Date

ATTEST:

By:

Printed Name: Caroline Best

Title: City Clerk

Date: June 26, 2023

APPROVED AS TO FORM AND LEGALITY:

SEB

CITY ATTORNEY

RESOLUTION 2023-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORIC RESOURCES AFRICAN AMERICAN CULTURAL HERITAGE GRANT FUNDS OF \$865,500 WITH A \$188,250 MATCHING FUND REQUIREMENT FOR PECK GYM CENTER ROOF AND PECK ADMIN FLOORING REPLACEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the restoration and repair of Peck Center is a recent funding priority of the City as evidenced by: 1.) budgeted funding of Peck Center of \$1,625,000 in FY 2021/2022; 2.) successful pursuit of \$500,000 in FDOS grant funds in FY 2021; and 3.) the selection of Peck Center repair and restoration as a Legislative Priority in December 2021 via Resolution 2021-181; and

WHEREAS, in 2022/2023, the City submitted a grant application for Peck repair and restoration work to the Florida Department of State, Division of Historic Resources, African American Cultural Heritage Grant ("AACH Grant") for \$876,500 in grant funds with a matching fund requirement of \$188,250, for a total project cost of \$1,064,750.00; and

WHEREAS, the City has been awarded the above-mentioned grant as Grant # 23.s.aa.900.118 to complete Peck Center repairs utilizing methods and materials that meet the national Historic Preservation standards, ensuring the lasting resiliency and beauty of Peck Center; and

WHEREAS, acceptance of this grant will provide funding to complete the final needed repairs of Peck Center, which is the replacement of the Peck gym roof system and the replacement of Peck administration common area flooring; and

WHEREAS, The projects funded through Grant #23.s.aa.900.118 are included in the FY 2022/2023 City budget in the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project #23060.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

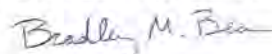
SECTION 1. The City Commission hereby accepts FDOS Grant Award #23.s.aa.900.118 to complete Peck Center repairs.

SECTION 2. The City Clerk and Interim City Manager, upon review of the City Attorney, are hereby authorized to execute all documentation required to implement the grant-funded project.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach

TAMMI E. BACH
City Attorney

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Fernandina Beach
GSPXME95JAG9
23.s.aa.900.118**

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Fernandina Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.118 for the Project "Historic Peck Center Restoration Final Phase" in the amount of \$876,500 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Historic Peck Center Restoration Final Phase," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and roof replacement. Grant funds will also be used for professional architectural/engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$219,125
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125
Totals				\$876,500

- c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.
- d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Theo Smith
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6310
Email: Theo.Smith@dos.myflorida.com

For the Grantee:

Contact: Lorelei Jacobs
Address: 204 Ash Street Fernandina Beach Florida 32034
Phone: 904.310.3104
Email: ljacobs@fbfl.org

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section I of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
- B. Upon completion of **design development and outline specifications**; and
- C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
- e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
- f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
- 13. Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
 - i) Entertainment, food, beverages, plaques, awards or gifts;
 - j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
 - k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
 - l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
 - m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
 - n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
 - o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
 - p) Accessibility improvements for Religious Properties;
 - q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
 - r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
 - s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
 - t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
 - u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.
- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.**
- a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
 - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____

Division Director _____

Division of _____

Date _____

Grantee:

By: _____

Authorizing Official for the Grantee

Charles L. George, Interim City Manager

Typed name and title

5/16/23

Date _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$876,500

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#) "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**
- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND
City of Fernandina Beach
GSPXME95JAG9
23.s.aa.900.118

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Fernandina Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.118 for the Project "Historic Peck Center Restoration Final Phase" in the amount of \$876,500 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Historic Peck Center Restoration Final Phase," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and roof replacement. Grant funds will also be used for professional architectural/engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$219,125
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$219,125
Totals				\$876,500

- c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.
- d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Theo Smith
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6310
Email: Theo.Smith@dos.myflorida.com

For the Grantee:

Contact: Lorelei Jacobs
Address: 204 Ash Street Fernandina Beach Florida 32034
Phone: 904.310.3104
Email: ljacobs@fbfl.org

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-services/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

- a) For all projects involving **development activities**, the following special conditions apply:
 - i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
 - ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
 - iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
 - iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
 - v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

 - A. Upon completion of **schematic design**;
 - B. Upon completion of **design development and outline specifications**; and
 - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
 - vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*,

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
 - e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
 - f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances; *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' *Reference Guide for State Expenditures* (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_strds_0.htm](http://www.nps.gov/history/local-law/arch_strds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
 - i) Entertainment, food, beverages, plaques, awards or gifts;
 - j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
 - k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
 - l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
 - m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
 - n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
 - o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
 - p) Accessibility improvements for Religious Properties;
 - q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
 - r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
 - s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
 - t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
 - u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.**
- a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
 - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

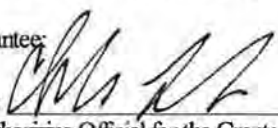
By: _____

Division Director _____

Division of _____

Date _____

Grantee:

By:  _____

Authorizing Official for the Grantee

Charles L. George, Interim City Manager

Typed name and title

Date

5/22/23

ATTEST:

By: 

Printed Name: Caroline Best

Title: City Clerk

Date: 5/23/23

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

- The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$876,500

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
 - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#) "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- vii. **Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. **Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. **Procurement of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. **Prohibition on Certain Telecommunications and video surveillance services or equipment.** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR § [200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

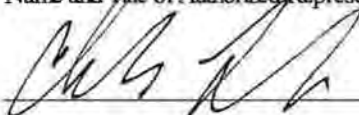
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Charles L. George, Interim City Manager

Name and Title of Authorized Representative



Signature

5/22/23

Date

ATTEST:

By: Caroline Best

Printed Name: Caroline Best

Title: City Clerk

Date: 5/23/23

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of Fernandina Beach

23.s.aa.900.118

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fernandina Beach, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Historic Peck Center Restoration Final Phase. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

- f) Sixth Report is due by July 15, for the period ending June 30 (third year of the grant period).
- g) Seventh Report is due by October 15, for the period ending September 30 (third year of the grant period).
- h) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

AUTHORIZATION

Charles George, Interim City Manager

Authorized official for the Grantee

Authorized official for the Division



Authorized official Signature

5/24/23

Date

Division Authorized official Signature

Date

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

ATTEST:

By: Caroline Best

Printed Name: **Caroline Best**

Title: City Clerk

Date: 5/24/23

City of Fernandina Beach**23.s.aa.900.118**

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and City of Fernandina Beach, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Historic Peck Center Restoration Final Phase. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and roof replacement. Grant funds will also be used for professional architectural/engineering services.

Amended Scope Of Work

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and gymnasium roof replacement. Grant funds will also be used for professional architectural/engineering services.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	\$259,750	\$0	\$0
Gymnasium Roof Replacement	\$536,750	\$188,250	\$0
Architectural/Engineering Services	\$80,000	\$0	\$0
Totals	\$876,500	\$188,250	\$0

AUTHORIZATION

Charles L. George, Interim City Manager

Authorized official for the Grantee

Authorized official for the Division


Authorized official Signature

Date

Division Authorized official Signature

Date

APPROVED AS TO FORM AND LEGALITY:

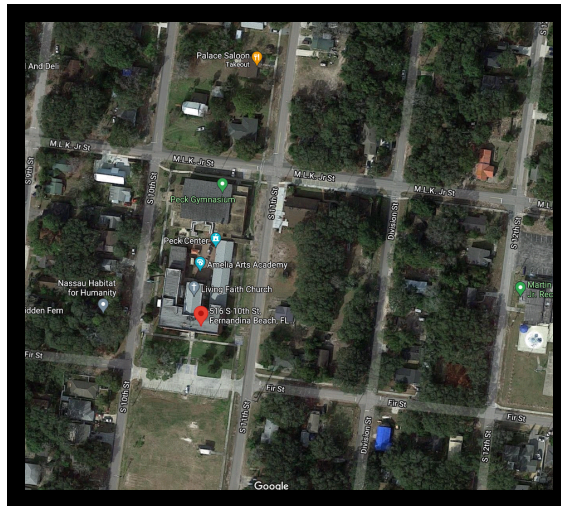

CITY ATTORNEY

Structural Observations and Assessment

For

Pecks Center Gym
510 S. 10th Street
Fernandina Beach, Florida
(updated)

Mar 12, 2024



Prepared by:



450 State Road 13 N.. #106-387
Jacksonville, Florida 32259
Phone (904) 472-1459



March 12, 2024

Mr. Kristopher Linster
Tremco Roofing & Building Maintenance
KLinster@wtiservices.com

Reference: Updated Structural Observations & Assessment for New Roof Replacement
Peck Center Gym
510 S. 10th Street
Fernandina, Florida 32034

Dear Mr. Linster,

Per your request, on February 27, 2024 we visited the subject property located in Fernandina Beach, Florida. The purpose of this visit was to observe the existing roof structure and render a professional opinion regarding its current structural condition. This observation consisted of a visual survey only, made solely to evaluate the structural integrity of the roof at this time. The observation was not intended to cover any architectural, electrical or mechanical items or features, nor was it intended to uncover or evaluate any hidden or latent structural defects in the structure. This report shall be considered an update to our original report, dated July 21 2021. All our observations and recommendations in this updated report shall supersede any contained in our original report.

Project Information

The existing building was constructed around 1950 and consists of a steel portal frame and CMU structure with brick veneer coverings and built up roofing over a cementitious wood fiber (tectum) roof deck, all on a slab-on grade foundation system. These types of steel portal frame structures are designed to span great lengths to allow for ample clear space beneath for operations and personal. The main loads these types of structure must resist are roof loads and lateral wind loads.

The project will consist of replacing the existing roofing materials with a new modified bitumen roofing system over the existing tectum roof deck. The structure is approximately 15,000 square feet in gross area and the overall roof area will maintain the same size as originally constructed. The above referenced structure was observed to have approximately half of its footprint as 1 story gym, office, and storage space and the other half as open for the indoor basketball court.

Explorations & Observations

The structure features a built-up roof(lower) and metal roof (upper) over tectum decking, all supported by steel roof framing. Notably, the steel tees and eave channels that secure the decking at the overhangs, especially at the upper roof overhangs, have significantly deteriorated since our initial roof assessment in 2021. The supporting steel at these upper roof overhangs exhibits severe corrosion, with some areas showing complete failure. Additionally, the deck surrounding the roof skylights/penetrations, particularly on the west end above the basketball court, shows considerable damage to the tectum decking. It seems that water infiltration through these penetrations or adjacent areas has led to visible holes and staining in the tectum decking. Photographs documenting the observed conditions in the field are provided in Appendix A for reference.

Structural Opinions and Recommendations

The overall structure was found to be in sound structural condition, with the exception of moderate to severe corrosion and wear observed on the roof deck and steel in the overhang areas as highlighted above and shown in the attached photos. It is advised that the roof overhang areas be replaced with new tectum roofing panels of the same type as currently installed. The supporting steel for the upper roof overhangs requires immediate replacement. Due to the damage noted on the structural supports of the overhangs, it is imperative that roofing crews refrain from standing on these areas during repairs. Additionally, the existing deck around the roof skylights/penetrations, particularly above the west end of the basketball court, warrants further investigation and repair to prevent additional damage to the roof deck.

The roof deck areas in the overhangs and the corresponding supporting steel must be removed, replaced, and prepared for new roof installation. We recommend any newly installed steel exposed to weather be corrosive resistant to prevent future damage. Furthermore, we recommend any new tectum decking be protected from weather and water to prevent accelerated degradation of tectum fibers.

Should further damage to the tectum roof decking or supporting steel be discovered during construction, replacements should be made as necessary to match the existing materials in like kind. All replacement tectum panels must be of the same thickness and type as the existing ones to ensure the roof deck's design capacity is maintained. Additionally, any steel tees and/or eave channels outside the overhang areas with significant corrosion should be replaced with materials of the same thickness and grade as the current conditions. Alongside the photographs, we have included standard tectum design and installation specifications for reference.

In our professional assessment, and to the best of our knowledge, the existing structure and supporting roof deck, barring the noted damaged areas, are in adequate structural condition for a structure of its age and type. Should any additional damage be discovered beyond these specified areas, please inform us prior to the commencement of construction. The recommendations provided in this report are based on the as-built information provided, our observations and field measurements, the ASCE-7 current and previous editions, and the Florida Building Code. We strongly advise that any repairs or new construction outlined in this report be undertaken by a reputable, licensed contractor experienced in the required work.

Report Limitations

Any person who relies upon the contents of this report does so acknowledging. These define the Scope and Limitations of the field visit and form an integral part of the report. The purpose of the report is to provide professional advice to the current or prospective owner regarding the condition of the property at the date and time of field visit. The current owner and/or future owners of the property should read and understand all of the information contained herein. It will help explain what is involved in a visual structural observation, the difficulties faced by an engineer and why it is not possible to guarantee that a property is free of defects, latent or otherwise. This information forms an integral part of the report. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the engineer prior to acting on this report. The extent and thoroughness of this report has been limited by our reading of what was reasonable by way of time, access, intrusion, and risk of doing physical damage to the property being explored. We have not observed parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect. Identification of hazardous materials or situations that may be in the building or on or near the property is outside

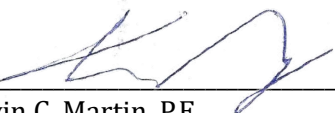
the scope of work.

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law, and is not a warranty against problems developing with the building in the future. This report does not include the identification of unauthorized building work or of work not compliant with building regulations. With respect to minor defects, the observations are limited to reporting on their overall extent. It is not intended to detail each and every individual minor defect or imperfection. This service is provided on an independent professional basis. It seeks to present a factual, unbiased and balanced assessment. We have no financial interest in any work that may be recommended or in any share of commission if the property is sold or proposed work to the structure.

This report is limited to observations of areas where safe and reasonable access is available and access permitted on the date and at the time of the field visit. This report does not cover the condition of electrical, plumbing, gas or motorized appliances. It is strongly recommended that an appropriately qualified contractor check these services prior to the related construction at this property. This report is limited to (unless otherwise noted) the main structure on the site. Martin Engineering, LLC. is not responsible for conclusions, interpretations, opinions or recommendations made by others based on the data contained in this report.

We appreciate this opportunity to be of service as the design consultant for the subject project. If you have any questions, or if we may be of any further service, please contact us.

Sincerely,
MARTIN ENGINEERING, LLC.

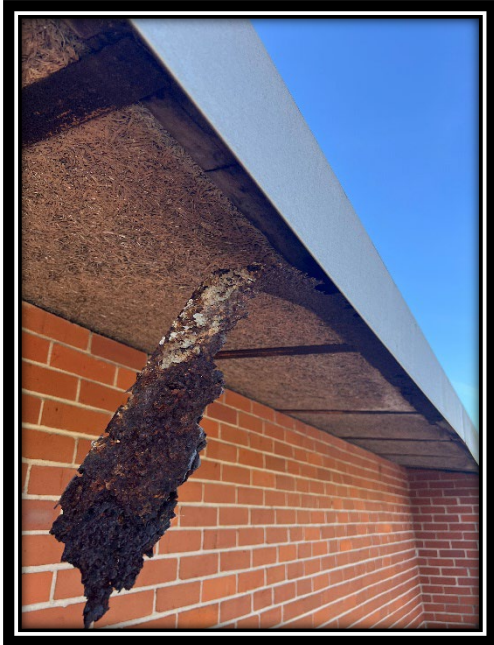


Kevin C. Martin, P.E.
Principal Engineer
Licensed, Florida No. 80359

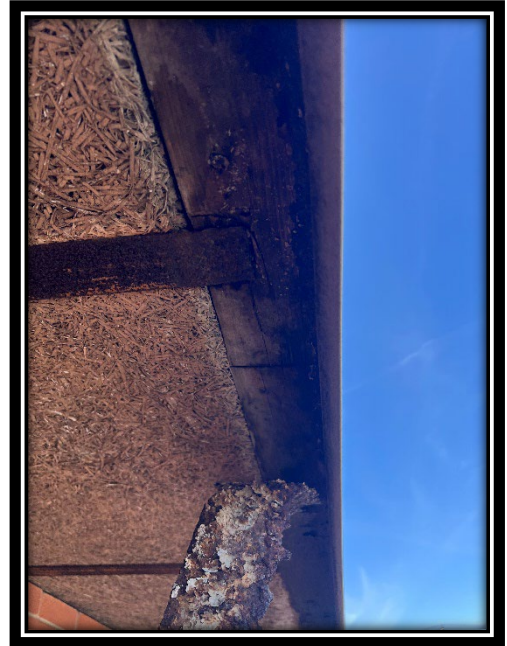
**Kevin C
Martin**

Digitally signed by
Kevin C Martin
Date: 2024.03.12
16:41:42 -04'00'

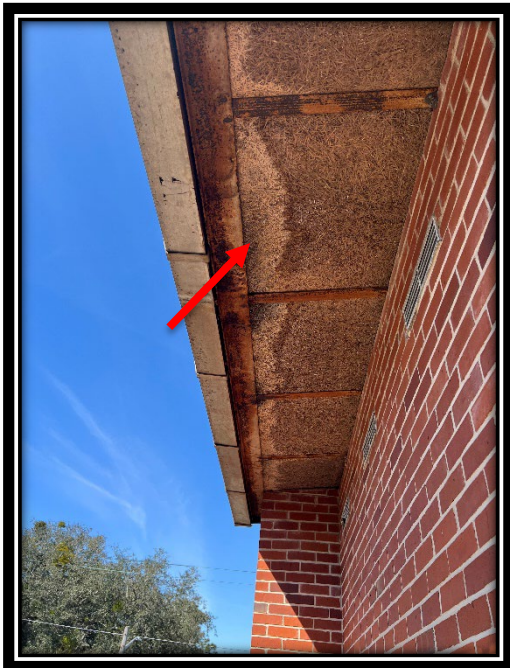
APPENDIX A



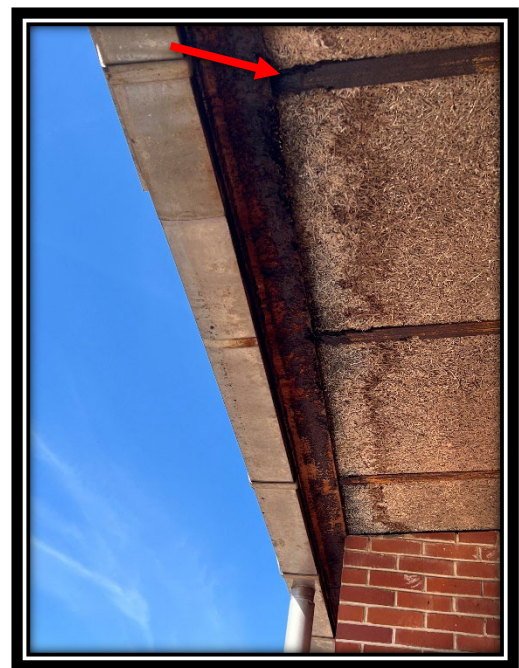
Corroded Eave Metal-1 (Upper North Side)



Corroded Eave Metal-2 (North Side)



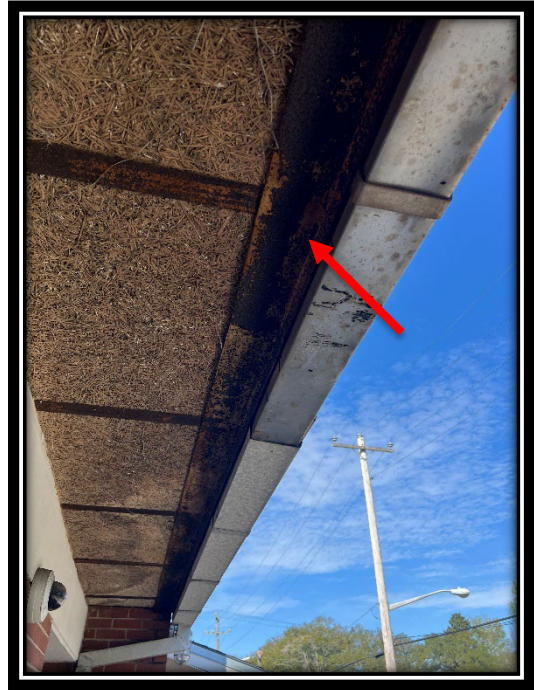
Tectum Deck Staining-Typical



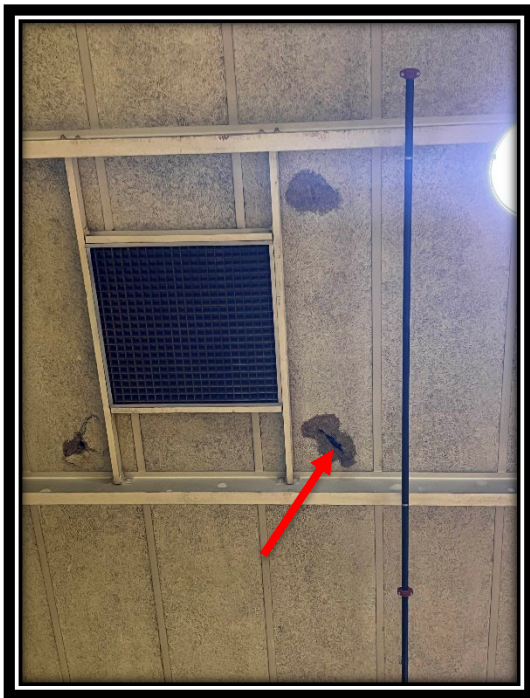
Eave/Tee Corrosion-Typical



Corroded Eave/Tee – (Upper South Side)



Corroded Eave/Tee – (Lower North Side)



Roof Deck Staining/Holes-Interior-1



Roof Deck Staining/Holes-Interior-2



Staining/Hole in Deck – Interior-1



Staining/Hole in Deck-Interior-2



Deck Support Tee Corrosion-Typical

PECK ROOF PROJECT - BEFORE



PECK ROOF PROJECT - APPROX 80% COMPLETE



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-114
Voluntary Annexation Agreement- 615 Rowland Lane

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Approve Resolution 2024-114

SYNOPSIS: Property owners, James and Sandy Sciales, completed the City of Fernandina Beach Voluntary Annexation Agreement/Petition for Annexation application pursuant to Chapter 171.44, Florida Statutes, for one parcel containing approximately 0.53 acres located at 615 Rowland Lane, identified as parcel No. 00-00-30-0660-0020-0000.

Staff has provided the following information:

- What is the economic impact to the City caused by annexing this property?

Annexing new properties increases the City's tax base. This can lead to additional revenue for the city, which can be used to fund essential services such as public safety, education, infrastructure development, and other community services.

- How many building sites are currently on the property?

There is a single parcel.

- How many underlying lots are contained in this property?

There is only 1 building lot.

- Under the County regulations, how many lots and building sites are allowable on this property?

Due to the number of ordinances and land development regulations, questions related to the number of allowable lots and building sites under the County regulations should be directed to Nassau County planning staff.

- Under the City regulations, how many lots and building sites are allowed on this property?

There is only 1 building site allowed on this property.

Staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan and Land Development Code, and recommends approval.

FISCAL IMPACT: There will be a 25% surcharge on utilities services based on monthly usage, to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): Approve Resolution 2024-114

Kelly Gibson, Planning and Conservation Deputy Director	6/4/2024
Kim Briley, Deputy City Clerk	6/4/2024
Pauline Testagrose, Comptroller	6/5/2024
Jeremiah Glisson, Interim City Manager	6/5/2024
Tammi E. Bach, City Attorney	6/6/2024
Katie Newton, Paralegal	6/11/2024

Submitted By: Sylvie McCann, Administrative Coordinator

Date: June 03, 2024

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



RESOLUTION 2024-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.53 ACRES OF LAND LOCATED AT 615 ROWLAND LANE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, James + Sandy Sciales, completed the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.53 acres located at 615 Rowland Lane, identified as Parcel No. 00-00-30-0660-0020-0000; and

WHEREAS, staff determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water + wastewater services to the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the extension of water and wastewater services to the property owners identified, whose property is located outside the corporate limits of the City at 615 Rowland Lane and identified as Parcel No. 00-00-30-0660-0020-0000, attached hereto as Exhibit A, and approves the Voluntary Annexation Petition, attached hereto as Exhibit B.

SECTION 2. The City Commission hereby authorizes the City Clerk and Interim City Manager to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 18th day of June 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



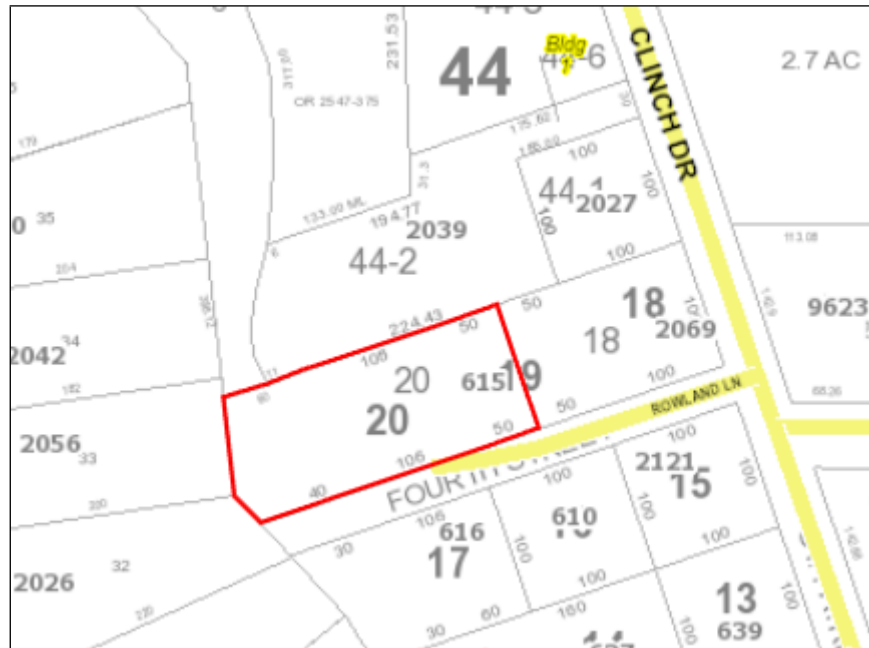
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2024-114
EXHIBIT “A”

WATER + WASTEWATER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL
ID NUMBER: 00-00-30-0660-0020-0000 LOCATED AT 615 ROWLAND LANE TOTALING
APPROXIMATELY 0.53 ACRES OF LAND.

615 ROWLAND LANE



CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 3 day of JUNE, 20 24 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and JAMES AND SANDY SCIALES (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

00-00-30-0660-0020-0000
PARCEL ID#: _____

GENERALLY DESCRIBED AS: 615 ROWLAND LANE FERNANDINA BEACH FL 32034

ADDRESSED AS: 615 ROWLAND LANE FERNANDINA BEACH, FL 32034

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall become effective upon execution.
2. **Execution:** The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. **Binding Effect:** The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. **Water and/or Sanitary Sewer:** The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

City Manager
Jeremiah Glisson, Interim

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TEBR

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: [Signature]
Applicant

By: [Signature]
Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 3 day of June, 2024,

by James and Sandy Scieles.

[Signature]
Notary Public

SYLVIE MCCANN
Printed Name

11/12/2024
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL Driver License

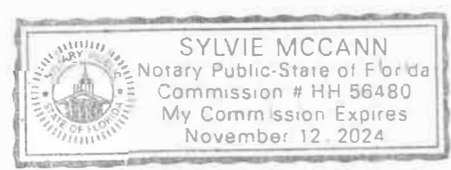


EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

Print

Water /Wastewater Annexation - Submission #14058

Date Submitted: 6/3/2024

WATER/ WASTEWATER ANNEXATION

USE THIS FORM TO: Request the City Commission's authorization to extend water and/or sanitary wastewater services to property not located within the City limits and not currently eligible for annexation.

This application must also include the **Voluntary Annexation Agreement / Petition for Annexation**, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

Fees



\$300

IMPORTANT NOTES

Per Municipal Code Sections 82-44 and 82-403, the extension of City water and/or sanitary sewer services to property located outside the municipal limits must be authorized by the City Commission. Application for these services shall be placed on the next available City Commission agenda. The City Commission meets the 1st and 3rd Tuesday of each month at 6:00PM. Applications must be received three (3) weeks prior to the requested agenda.

This application must also include the **Voluntary Annexation Agreement / Petition for Annexation**, as required by Municipal Code prior to the extension of services outside the City's jurisdiction.

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website → Map Search](#)

Site Address*

615 Rowland Lane Fernandina Beach Florida 32034

Parcel ID #(s)*

00-00-30-0660-0020-0000

OWNER OF RECORD

ALL NAMES, as recorded with the Nassau County Property Appraiser

First Name*

Sandy

Last Name*

Sciales

Company (if applicable)

Mailing Address*

664 Grove Park Circle

Telephone Number*

7068978908

E-mail Address*

sandysciales@gmail.com

OWNER'S AGENT

If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Sandy

Last Name

Sciales

Company (if applicable)

Mailing Address

664 Grove Park Circle

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

7068978908

E-mail Address

sandysciales@gmail.com

PROJECT INFORMATION

Total Number of Lots/Parcels*

1

< One (1) acre sq. footage*

.53

> One (1) acre sq. footage*

n/a

Existing Zoning Classification*

residential

Existing Future Land Use Classification

United States

Description of Request*

We respectfully request water and sewer hook-up as soon as possible as we currently do not have a working septic on the property. :(

What services are you requesting?*

☐

Water service only

☐

Wastewater service only

☒

Both Water +
Wastewater services

Have you filled out
and attached the
Annexation Petition
Agreement?*

☐

Yes

☒

No

If not, please click the link below to
download, fill out and attach to this
application:

[Voluntary Annexation Agreement /
Petition for Annexation](#)

Upload Supporting Documentation

2024-020 customer copy.pdf

Upload 2

Choose File

No...en

Upload 3

Choose File

No...en

Upload 4

Choose File

No...en

Upload 5

Choose File

No file chosen

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant's First Name*

Sandy

Applicant's Last Name*

Sciales

Today's Date*

6/3/2024

 City of FB logo
NEW Reflex

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach Florida 32604 | 904 310-3480 |
www.fbfl.us/planning



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER



Change of Address

FAQ

APP

PROPERTY INFORMATION

Parcel Number 00-00-30-0660-0020-0000	
Owner Name	SCIALES SANDY & JAMES
Mailing Address	664 GROVE PARK CIR
	FERNANDINA BEACH, FL 32034
Location Address	615 ROWLAND LN
	FERNANDINA BEACH 32034
Tax District	008 UNINCORPORATED MIDDLE ISLAND
Millage	15.2563
Homestead	Yes
Property Usage	SINGLE FAMILY 000100
Deed Acres	0
Short Legal	LOTS 20 & W1/2 OF 19 ST PATRICKS COVE PB 3/26

2023 Certified Values

Land Value	\$204,000
(+) Improved Value	\$100,574
(=) Market Value	\$304,574
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$235,693
(=) Assessed Value	\$68,881
(-) Homestead	\$25,000
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$43,881
(-) Non-School HX & Other Exempt Value	\$18,881
(=) County Taxable Value	\$25,000

Property Search

Map This Parcel

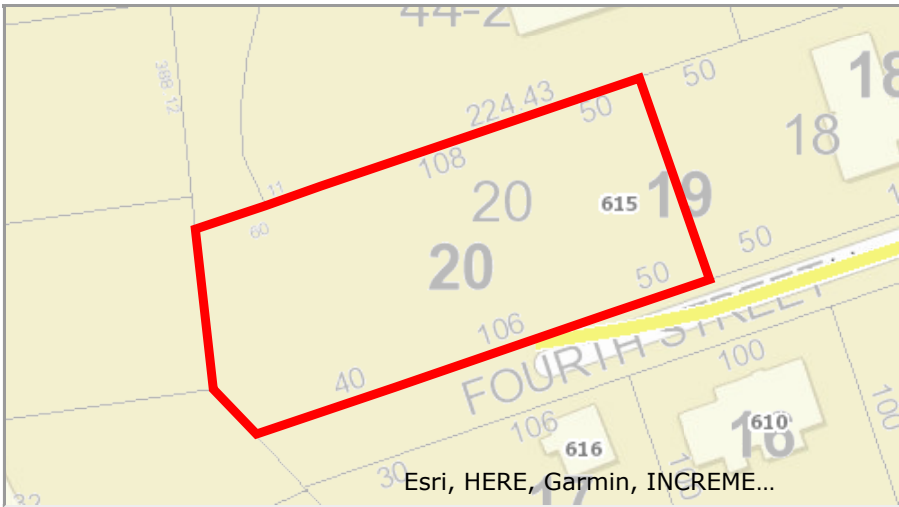
GIS Report

Property Record Card

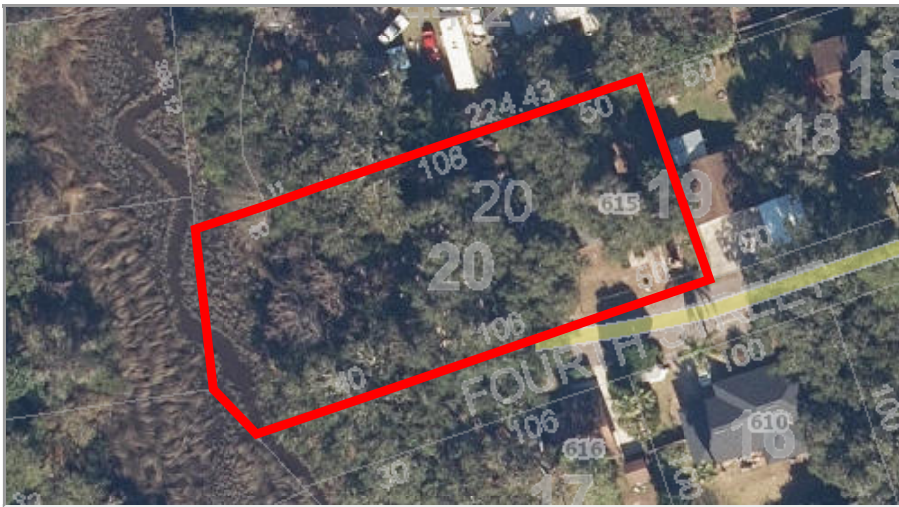
Print Friendly Page

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



2023 AERIAL MAP

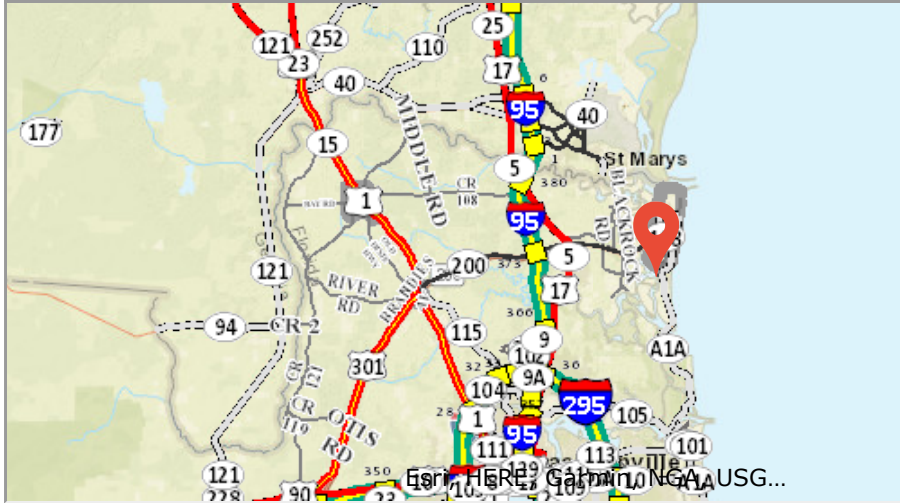


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	Building Sketch
SINGLE FAM	1713	1064	3	1	CONC BLOCK		AIR DUCTED	FORCED AIR	1953	

MISCELLANEOUS INFORMATION

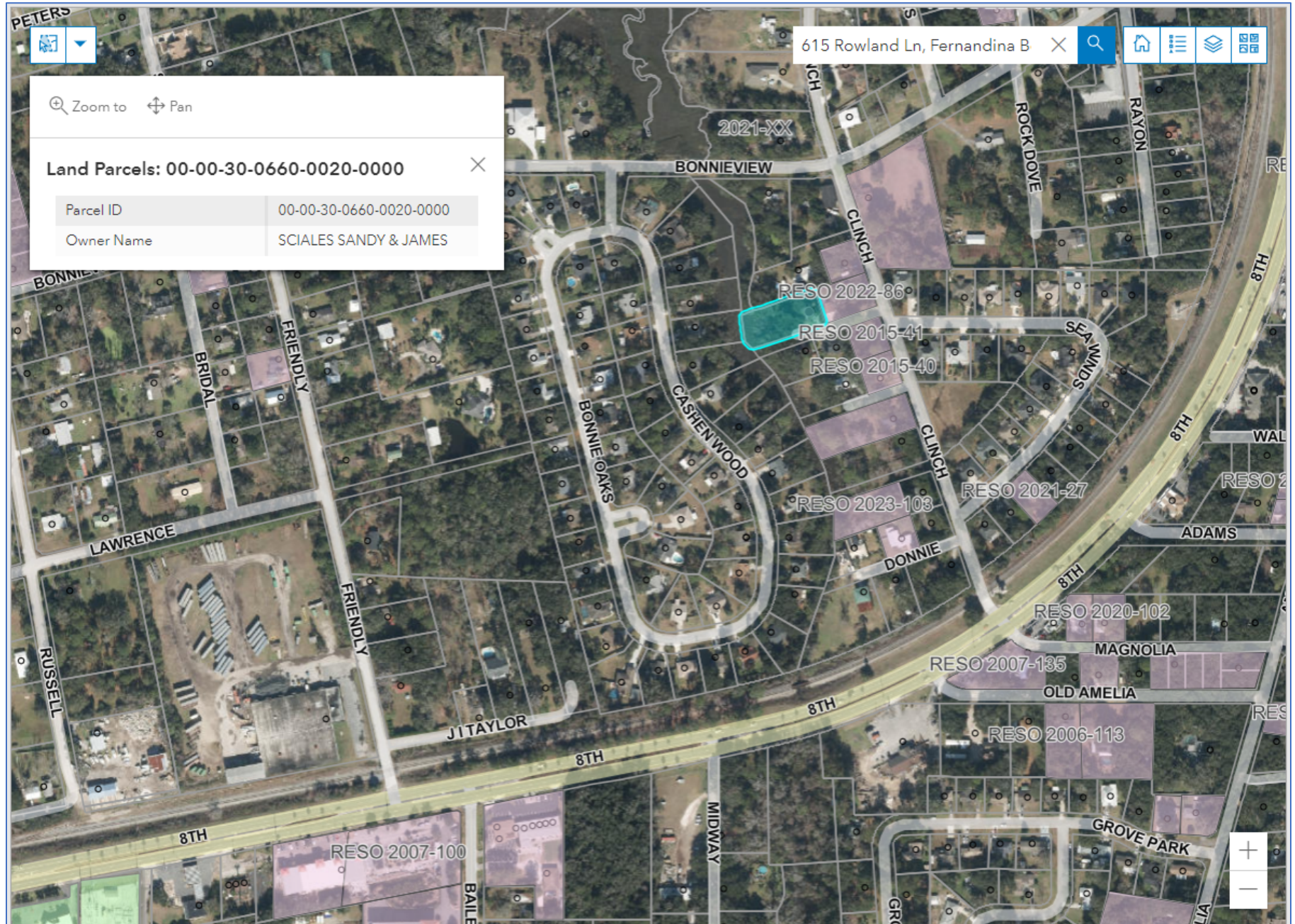
Description	Dimensions L X W	Units	Year Built
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SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
1998-09-01	847 / 210	\$50,000	PR	Q	I	GUINN BRENDA P/R FOR CHARLES W ROWLAND ESTATE	GILL CHRISTINE P

MAP OF SURROUNDING AGREEMENTS

615 Rowland Lane





City of Fernandina Beach

Office (904) 310-3400
TDD #711
FAX (904) 310-3459

Water & Sewer Connection Application

Date 1/11/24 Office Use Only: Application# 2024-020 UB Account # _____

Name/Contractor/Company james Sciales

Service Address 615 Rowland Ln Lot # _____ Subdivision _____

Billing Address 664 Grove Park Cir

Office # _____ Cell # 904-337-8677 Email jamessciales@gmail.com

New Construction ☐ Existing ☒ Commercial ☐ Residential ☒ Location: City ☐ County ☒

Water service size requested: 3/4" ☒ 1" ☐ 2" ☐ 3" ☐ 4" ☐ *BACKFLOW RPZ TYPE REQUIRED ON ALL COMMERCIAL & IRRIGATION WATER SERVICES

Remarks: Water and Sewer Quote

Signature of Applicant: See Original Date: 1/11/24

Print Name: James Sciales

OFFICE USE ONLY**Stormwater Rate**

- ☒ Residential Single Family ☐ Residential Single-Family w/Prvt System ☐ Commercial no system
☐ Residential Multi- Family ☐ Residential Multi – Family w/Prvt System ☐ Commercial w/Prvt System
☐ Multi – Commercial ☐ Multi – Commercial w/Prvt System

WATER FEES

Customer connection charge 460-343.3040 (CITY \$1500 - COUNTY \$1875) \$ 1,875.00
Extension charges (Time & Material) 460-363.2320 25ft of 2" PVC @ \$15ft= \$375.00 \$ 375.00
Meter installation 460-343.3020 \$ 312.50
3/4" Meter (CITY \$250.00 - COUNTY \$312.50) / 1" Meter (CITY \$334.78 - COUNTY \$418.48)
Equivalent Residential Units
(1 ERU = 350 gpd) City (ERU) _____ x \$ 520.00 County (ERU) 1 x \$ 650.00 \$ 650.00

Remarks: **Total Water Charges** \$ 3,212.50

SEWER FEES

Sewer Connection Fee (CITY \$1500 - COUNTY \$1875) Valve Box/Curb Stop/Check Valve \$ 1,875.00
Extension Cost (Time & Material) Equivalent 125ft of 2" PVC @ \$20ft= 2,500.00 \$ 2,500.00
Residential Units
(1 ERU = 300 gpd) City (ERU) _____ x \$ 2,480.00 County (ERU) 1 x \$ 3,100.00 \$ 3,100.00

Remarks: Customer must install and maintain a personal lift station with a grinder pump with a minimum of 165ft of head. **Total Sewer Charges** \$ 7,475.00

Total: \$ 10,687.50

Approval of Utilities Director:  Date: 3-20-24



City of Fernandina Beach

Office (904) 310-3400

TDD #711

FAX (904) 310-3459

Water & Sewer Connection Application

Date 1-11-24 Office Use Only: Application # 2024-02 UB Account # _____

Name/Contractor/Company James C. Sciales

Service Address 615 Rowland PL Lot # _____ Subdivision _____

Billing Address 664 Grove Park circle Fernandina BC. FL 32034

Office # _____ Cell # 910 337-8677 Email jamessciales@6.mq.1.com

New Construction ☐ Existing ☒ Commercial ☐ Residential ☒ Location: City ☐ County ☒

Water service size requested: 3/4" ☒ 1" ☒ 2" ☐ 3" ☐ 4" ☐ BACKFLOW RPZ-TYPE REQUIRED ON ALL COMMERCIAL & IRRIGATION WATER SERVICES

Remarks: Can you please give us a quote for water & sewer

Signature of Applicant: James C. Sciales Date: 1-11-24

Print Name: James Sciales

Thank You

OFFICE USE ONLY

Stormwater Rate

- ☐ Residential Single Family ☐ Residential Single-Family w/Prvt System ☐ Commercial no system
☐ Residential Multi-Family ☐ Residential Multi - Family w/Prvt System ☐ Commercial w/Prvt System
☐ Multi - Commercial ☐ Multi - Commercial w/Prvt System

WATER FEES

Customer connection charge 460-343.3040 (CITY \$1500 - COUNTY \$1875) \$ _____

Extension charges (Time & Material) 460-363.2320 \$ _____

Meter installation 460-343.3020 \$ _____

3/4" Meter (CITY \$250.00 - COUNTY \$312.50) / 1" Meter (CITY \$334.78 - COUNTY \$418.48)

Equivalent Residential Units

(1 ERU = 350 gpd) City (ERU) _____ x \$ 520.00 County (ERU) _____ x \$ 650.00 \$ _____

Remarks: Total Water Charges \$ _____

SEWER FEES

Sewer Connection Fee (CITY \$1500 - COUNTY \$1875) \$ _____

Extension Cost (Time & Material) Equivalent \$ _____

Residential Units

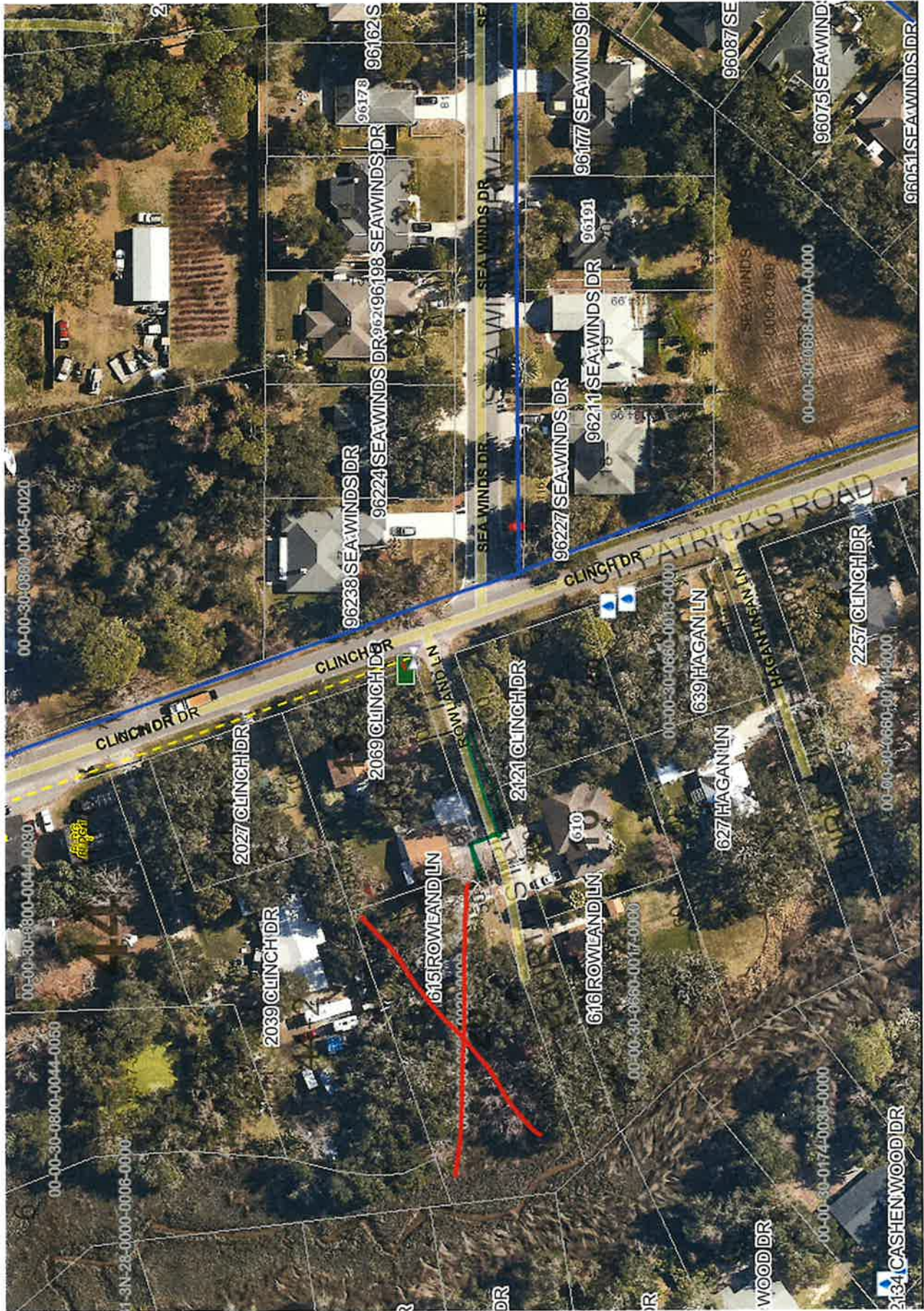
(1 ERU = 300 gpd) City (ERU) _____ x \$ 2,480.00 County (ERU) _____ x \$ 3,100.00 \$ _____

Remarks: Total Sewer Charges \$ _____

Total: \$ _____

Approval of Utilities Director: _____ Date: _____

Sewer Route



Wtr Rate.



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-11
Code Amendment - Art in Public Places

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Approve proposed Ordinance 2024-11 at First Reading.

SYNOPSIS: The City of Fernandina Beach has an Art in Public Places Program to contribute to the quality of life of its citizens, the economic successes of its businesses, an attraction for visitors and a benefit to tourism and to the aesthetic enhancement of the community.

The Program has been administered through the City's Arts and Culture Nassau committee. The City Commission sunsetted the committee on March 24, 2024, via Resolution 2024-48, and directed staff to amend the code with a new process for program administration. This code amendment proposes a shared responsibility for administration between the Parks and Recreation Advisory Committee and Historic District Council.

FISCAL IMPACT: n/a

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): Consider Ordinance 2024-11 at First Reading.

Scott Mikelson, Parks and Recreation Director	6/4/2024
Kim Briley, Deputy City Clerk	6/4/2024
Jeremiah Glisson, Interim City Manager	6/6/2024
Tammi E. Bach, City Attorney	6/10/2024
Katie Newton, Paralegal	6/10/2024

Date: May 30, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Approve

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 70, STREETS, SIDEWALKS, AND PUBLIC PLACES, BY AMENDING ARTICLE III, ART IN PUBLIC PLACES, BY AMENDING SECTION 70-151 DEFINITIONS; BY AMENDING SECTION 70-152 PROGRAM ADMINISTRATION; AMENDING SECTION 70-153 OWNERSHIP AND MAINTENANCE; AMENDING SECTION 70-154 ART IN PUBLIC PLACES FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has an Art in Public Places Program to contribute to the quality of life of its citizens, the economic successes of its businesses, an attraction for visitors and a benefit to tourism and to the aesthetic enhancement of the community; and

WHEREAS, the Program has been administered through the City's Arts and Culture Nassau committee. The City Commission sunsetted the committee on March 24, 2024, via Resolution 2024-48, and directed staff to amend the code with a new process for program administration; and

WHEREAS, the Parks and Recreation Advisory Committee and Historic District Council have both reviewed the proposed code amendment; and

WHEREAS, the City finds it in the best interest of the public to amend the Code of Ordinances by adopting a new procedure to administer the Art in Public Places Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. It is proposed that Chapter 70, Section 151, of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 70-151. Definitions.

[The following words, terms and phrases, when used in this article, ~~shall~~ have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Aggregate job value means the total of all construction costs associated with a particular permanent art installation. Construction costs ~~shall~~ include all labor, structural materials, plumbing, electrical, mechanical, infrastructure, and site work.

Art, artwork, or works of art means tangible creations by an artist exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, unique or original architectural elements and artist designed landforms or landscape elements. The following ~~shall~~ is not be considered artwork or works of art for purpose of this article:

- (1) Reproductions or unlimited copies of original artwork,
- (2) Art objects, which are mass-produced, or

- (3) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist or designed as an integral aspect of a structure or site.

Art in Public Places Design Guidelines means a set of guidelines established by the ~~Arts and Culture Nassau~~ City of Fernandina Beach in cooperation with the ~~city attorney and city staff~~ Parks and Recreation Advisory Board and Historic District Council to provide procedures for the review and approval of public art.

Art in Public Places Program fund means a separate, non-interest bearing account set-up by the City to receive monies for the Art in Public Places Program.

Art permit fee ~~shall be~~ means a one-time fee to be paid by the artist or entity applying for each temporary art installation. The fee ~~shall go~~ is deposited into the Art in Public Places maintenance fund and must be utilized for the creation of artist recognition plaques and insurance coverage.

Artist or professional artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional in the field. Indications of a person's status as a professional artist include, but are not limited to, income realized through ~~sole~~ commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

~~*Arts and Culture Nassau* is the advisory board established by the City of Fernandina Beach City Commission, pursuant to Resolution 2007-102 as amended, shall oversee and administer the Art in Public Places Guidelines.~~

Historic District Council (HDC) is the advisory board established by Ordinance 526, which oversees and administers the Art in Public Places Guidelines within the boundaries of the Historic District and Community Redevelopment Area (CRA).

License agreement ~~shall be~~ means a temporary agreement between the City and an artist to place art in temporary art locations on City property.

Parks and Recreation Advisory Committee (PRAC) is the advisory board established by Resolution 2005-67, as amended, which oversees and administers the Art in Public Places Guidelines within the City limits, exclusive of the boundaries of the Historic District and Community Redevelopment Area (CRA).

Permanent art means artwork created either as a donation to the City or by the City and intended to be in place for a period greater than one year. Permanent art ~~shall~~ will be installed in cooperation with the artist. The City ~~shall~~ will be responsible for ongoing maintenance activities for the life of the artwork.

Publicly accessible means locations that are open to the general public during normal business hours and are visible by the general public ~~at all times~~.

Temporary art ~~locations~~ means artwork intended to be temporary in nature, ~~and~~ lasting no longer than one year. Temporary artwork must be installed, maintained, and removed in compliance with the approval received by the ~~Arts and Culture Nassau~~ appropriate approval board. Any temporary artwork which becomes defaced, altered from its original approval, or destroyed is subject to immediate removal and loss of its approved status.

SECTION 2. It is hereby proposed that Chapter 70, Section 152, of the Code of Ordinances, City of Fernandina Beach, Florida, is amended to read as follows:

Sec. 70-152. Program Administration; Committee Board roles and responsibilities.

The Art in Public Places Program is administered by the Parks and Recreation Department and overseen by the Parks and Recreation Advisory Committee and the Historic District Council.

- (a) Program Administration. The City of Fernandina Parks and Recreation Department, with feedback from Parks and Recreation Advisory Committee and the Historic District Council, will develop guidelines, selection procedures, artist recognition procedures, and organizational policies for both temporary and permanent artwork to facilitate the Art in Public Places Program. These guidelines will be reviewed and approved by the City Commission via Resolution.
- (b) Temporary Art Installations. Temporary art installations are reviewed and approved by the Parks and Recreation Advisory Committee or, if within the boundaries of the Historic District and Community Redevelopment Area (CRA), the Historic District Council, for compliance with the established Art in Public Places Guidelines. All temporary artwork locations are determined by the City Manager and are subject to change. Depending on the location, the PRAC or HDC has final approval over temporary art installations. Both Boards may make recommendations for extending or relocating temporary art to the City Commission.
- (c) Permanent Art Installation. Permanent art installations are reviewed by the Parks and Recreation Advisory Committee or, if within the boundaries of the Historic District and Community Redevelopment Area (CRA), the Historic District Council, for compliance with the established Art in Public Places Guidelines. Permanent art locations are determined on a case-by-case basis. The reviewing Board will make a recommendation to the City Commission, which has final approval over permanent art installations.
- (d) Applications. Applications for both temporary and permanent artwork are available from and must be submitted to the Department of Parks and Recreation for processing.
- (e) Additional Board Responsibilities. In addition to reviewing temporary and permanent art applications, both the Parks and Recreation Advisory Committee and the Historic District Council may:
 - 1) Issue recommendations to the City Commission on final selection of permanent art installations for purchase. Any approvals for purchase are then guided by the City's purchasing requirements.
 - 2) Coordinate, investigate, review, and recommend to the City Commission other means by which artworks may be obtained, including donations to the Art in Public Places Program, and grant applications for public art projects.
 - 3) Encourage public art throughout the City and educate and stimulate participation of all citizens in a joint public and private effort to promote art in public places.
 - 4) Coordinate, investigate, review, and recommend to the city commission other means by which artworks may be obtained, including donations to the Art in Public Places Program, and grant applications for public art projects.
- (f) Special events as permitted by the City, in which artwork may be displayed as part of the event on City rights-of-way or within public parks, are exempt from necessary public art permitting requirements. All artwork exempt from public art permit requirements must be removed within 24 hours of the end of the permitted special event.

~~The Arts and Culture Nassau committee shall administer the Art in Public Places Program. Its purpose, functions, role, and responsibilities within the Art in Public Places Program shall be as follows:~~

- ~~(1) Develop guidelines, selection procedures, and organizational policies for both temporary and permanent artwork to facilitate the Art in Public Places Program.~~
- ~~(2) Review and approve temporary art installations for compliance with the established Art in Public Places Guidelines with final approval granted by the Arts and Culture Nassau. Temporary art locations shall be determined by the city manager or his/her designee.~~

Temporary art locations will be specific and are subject to change. The Arts and Culture Nassau may issue recommendations for extending or relocating temporary art to the city commission.

- ~~(3) Review and issue a recommendation on all permanent art installations pending review by the historic district council, if located within a designated historic district or the Community Redevelopment Area (CRA), and provide notice to applicants that all permanent works of art are subject to final approval by the city commission. Permanent art locations shall be determined on a case by case basis.~~
- ~~(4) Establish artist recognition procedures for the placement of plaques. This shall apply to both temporary artwork and permanent art installations. Plaques recognizing the artist shall become property of the city.~~
- ~~(5) Prepares an annual Art in Public Places Program expenditure plan for the monies in the Art in Public Places fund for approval by the city commission during its annual budget review process.~~
- ~~(6) Related to city construction projects, in concert with city staff, is responsible for working with appropriate department program planning; designating temporary public art locations and long-term/permanent public art locations; provide support in determining project scope and budget; managing the artist selection process; commission artworks; approve design, execution and placement of artworks from the city's public art collection.~~
- ~~(7) Issue recommendations to the city commission on final selection of permanent art installations for purchase. Any approvals for purchase are then guided by the city's purchasing requirements.~~
- ~~(8) Recruit professionals in the visual arts and design fields to serve in the artist selection process in order to ensure works of highest quality.~~
- ~~(9) Encourage public art throughout the city and shall educate and stimulate participation of all citizens in a joint public and private effort to promote art in public places.~~
- ~~(10) ——— Ensure appropriate community participation in this process and provides public education activities as part of public art projects.~~
- ~~(11) ——— Coordinate, investigate, review, and recommend to the city commission other means by which artworks may be obtained, including donations to the Art in Public Places Program, and grant applications for public art projects.~~
- ~~(12) ——— Administer the city's donation policy for artwork in cooperation with the city attorney's office and the city's finance department.~~
- ~~(13) ——— Special events as permitted by the city, in which artwork may be displayed as part of the event on city rights-of-way or within public parks, are exempt from necessary public art permitting requirements. All artwork exempt from public art permit requirements must be removed within 24 hours of the end of the permitted special event.~~

SECTION 3. It is hereby proposed that Chapter 70, Section 153 of the Code of Ordinances, City of Fernandina Beach, Florida is amended to read as follows:

Sec. 70-153. Ownership and maintenance.

- (a) The City shall will retain ownership of all permanent works of art acquired and ~~shall~~ retain title to each work of art.
- (b) Artwork which has been donated to the City as a permanent art installation becomes property of the City upon formal acceptance by the City Commission. The City, in cooperation with the artist, ~~shall~~ will install the artwork. All maintenance activities will be conducted by the City indefinitely or until the artwork is removed.
- (c) All contracts for artwork that will be acquired or accepted for ownership by the City must be reviewed and approved by the City Attorney's office.

- (d) Ownership of all works of art incorporated into private construction projects, as may be required for development approval, ~~shall~~ will be vested in the property owner who ~~shall~~ will retain title to each work of art. If the property is sold, the seller may either:
 - (1) Include restrictions in the deed that require maintenance of the artwork and prevent its removal from the property;
 - (2) Transfer ownership of the artwork to the City of Fernandina Beach to be maintained as public artwork; or
 - (3) Remove the artwork and make a contribution to the Art in Public Places Program fund in an amount equal to 0.75 percent of its initial aggregate job value.
- (e) If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the artwork, the subsequent owner ~~shall~~ must maintain the artwork in accordance with applicable codes or other established guidelines. The artwork cannot be altered, modified, relocated, or removed other than as provided herein without prior approval of the Parks and Recreation Advisory Committee or the Historic District Council, depending on the location ~~Arts and Culture Nassau~~.
- (f) Artwork owners will be required to maintain the work of art in good condition in the approved location, as required by code or other applicable guidelines for all temporary artwork installations including, but not limited to, normal code enforcement rules, to ensure that proper maintenance is provided.
- (g) The artwork owner may request that artwork be removed from the site due to hardship with the approval of the Parks and Recreation Advisory Committee or the Historic District Council, depending on the location ~~Arts and Culture Nassau~~. In addition, in the event there is a condition that occurs outside of reasonable control of the owner, then this provision may be implemented with the approval of the Arts and Culture Nassau appropriate Board.

SECTION 4. It is hereby proposed that Chapter 70, Section 154 of the Code of Ordinances, City of Fernandina Beach, Florida is created to read as follows:

Sec. 70-154. Art in Public Places Program fund.

- (a) The City ~~shall~~ will maintain a separate accounting of monies received for the Art in Public Places Program which ~~shall~~ consist of the following:
 - (1) All funds received as part of the art permit fee.
 - (2) All funds donated to the City for purposes of the creation or maintenance of public art or for purposes of community outreach and education ~~furthering the mission of the Arts and Culture Nassau~~; and
 - (3) Any funds allocated by the City for the Art in Public Places Program through the budgetary process.
- (b) The Art in Public Places monies ~~shall~~ must be used solely for expenses associated with the selection, commissioning, acquisition, installation, maintenance, administration, removal, and insurance of work of art or public education in relation thereto at the discretion of the City Commission. Such funds ~~shall be~~ are administered by the City in consultation with Arts and Culture Nassau the Parks and Recreation Advisory Committee and the Historic District Council. Custody of the Art in Public Places funds ~~shall~~ remain with the City and all City policies and procedures ~~shall~~ must be strictly adhered to regarding the oversight of such funds. Programming of art in public places expenditures for new artwork ~~shall~~ will be included in the annual capital improvements plan and expenditures related to ongoing maintenance of the Art in Public Places Program shall be included in the operating budget of the City.
- (c) A minimum of ten (10%) percent of all non-restricted Art in Public Places Program funds which are applied to City-owned public art projects ~~shall~~ must be deposited into an Art in Public

Places "maintenance" account. The "maintenance account" ~~shall be~~ is administered by City staff as a function of the Art in Public Places Program.

SECTION 5. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. This Ordinance shall become effective immediately upon enactment.

ENACTED this _____ day of _____, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: June 18, 2024

Date of Second/Final Reading:

Date of Publication:

CITY OF FERNANDINA BEACH PUBLIC ART APPLICATION

Specific criteria govern the selection of public art in the City of Fernandina Beach and will be utilized by the City, Parks and Recreation Advisory Committee (PRAC), and Historic District Council (HDC), during the process of review, selection, and approval of public art. These criteria include, but are not limited to, artistic quality and originality, diversity, feasibility, maintenance costs, and public support. More specific information regarding the selection criteria for temporary and permanent public art installations can be found under the Temporary and Permanent Art Acquisition Process section of this application.

It is understood that some criteria will have more relevance than others depending on the proposed artwork. This will be considered, and the criteria weighted accordingly. Artists are strongly encouraged to meet with City of Fernandina Beach staff or submit a preliminary concept application prior to completing this application.

Project Name:

Installation Type:

- ☐ Permanent art collection
- ☐ Temporary Installation (up to 1 year)

Proposed Location*: _____

**A map of approved locations is available through the City of Fernandina Beach*

Artwork:

Type [e.g., sculpture, mural, etc.]: _____

Artwork Description [include title, fabrication date, current location, medium, dimensions, materials and finishes, installation method, life expectancy]

Artist/Applicant:

Name: _____

Address: _____

Phone: _____

Email: _____

I understand that approval of art by the Parks and Recreation Advisory Committee or Historic District Council does not automatically denote approval of all necessary City permits for the installation and display of artwork. Additionally, I understand if the artwork is accepted for temporary display, I am solely responsible for all costs and acquiring all necessary permits and overseeing the installation and maintenance of the art. I am responsible for the care and maintenance of the art for the duration of the permitted display period and for the removal of art following the display period. I also understand that all donations of permanent art become the sole property and responsibility of the City of Fernandina Beach.

Signature: _____ Date: _____

The following materials **MUST** be provided with the completed application form:

- Project description, including purpose, artist's rationale and/or intention for the proposed work, history and provenance of artwork, relationship of project to other community interest and activities, involved individuals and organizations if any.
- Illustrative and/or construction drawings of proposed work; scale model of proposed sculptural work strongly recommended.
- Scaled site plan and color images of proposed installation location and its context.
- Scaled illustrative drawings or model showing artwork in relation to proposed site.
- Description of short-term and long-term maintenance requirements.
- Artist resume, annotated exhibition list, and CD Rom and/or hard copy color images of other works.
- Project timeline, including (as applicable) fabrication, delivery, installation and removal.

Applications may be submitted by mail or hand-delivered to:

City of Fernandina Beach Attn: Parks and Recreation Department 204 Ash Street Fernandina Beach, FL 32034

To schedule a meeting for pre-approval prior to completing this application, please call the City of Fernandina Beach at (904) 310-3350 and request to be added to the agenda of the appropriate reviewing board. At this meeting artists may submit a brief concept proposal and discuss the project with the board.

CITY OF FERNANDINA BEACH TEMPORARY & PERMANENT ART ACQUISITION PROCESS

The Parks and Recreation Department and appropriate reviewing boards will evaluate and recommend public art for placement by following a standardized process that assures fairness and public input. Temporary art will be reviewed and accepted into temporary display up to one year through the following process:

General Criteria:

Assuring the highest quality of aesthetic experience for the citizens of Fernandina Beach is the primary criterion for selection of public art. The objective of the selection process is to develop a worthwhile, enduring, and varied collection of artworks in public spaces.

In commissioning or accepting public art, the following general criteria apply:

- A. Media:** All visual art forms and materials will be considered
- B. Style:** Artwork reflecting any school, movement, or method style will be considered.
- C. Range:** Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; including folk art, craft, or fine art.
- D. Character:** Artworks must be appropriate in scale, media, style, and content to the project and environment to which they will relate.
- E. Permanence:** Consideration should be given to structural and surface integrity and the use of materials appropriate to the location to minimize or eliminate maintenance and repair costs.
- F. Public Safety/Liability:** Artworks and art places must be free of unsafe conditions or other factors bearing on public liability.
- G. Diversity:** In selecting works, the City will strive for diversity, reflecting the social, ethnic, and cultural fabric of the community.

FOR PERMANENT PUBLIC ART INSTALLATIONS ONLY:

Funding for purchase or commission of specific works of public art may be developed through the City budget process, grant or fund-raising activities, private or corporate donations, or any other process of the City of Fernandina Beach in accordance with its rules. The Public Art Selection and Acquisition Policy does not obligate or guarantee funding for public art.

Public Art Acceptance Policies

Site Selection:

The City of Fernandina Beach, along with Arts and Culture Nassau and the Fernandina Beach Historic District Council, has developed a map of recommended locations for both temporary and permanent public art displays. This resource will continue to be used by the PRAC and HDC to determine locations of public art displays.

In the selection of locations for the installation of proposed public art, the City strives to place public art in appropriate sites throughout the community with the objective of providing quality art to the greatest number of citizens. The intent is to develop a worthwhile, enduring, and varied collection of artworks in city public spaces that enhances, enlivens, and enriches the City while reflecting the values of the community.

Selection Process:

All public art in Fernandina Beach will be determined through a process overseen by the Parks and Recreation Department in cooperation with the Parks and Recreation Advisory Committee and the Historic District Council. The objective of the selection process is to allow for broad representation of community interests in the selection of public art.

Selected artwork will be original work completed by the submitting artist.

FOR PERMANENT PUBLIC ART INSTALLATIONS ONLY:

For each approved site for public art, the Parks and Recreation Advisory Committee or Historic District Council will oversee the art selection process based on location. For permanent artwork, recommendations will be forwarded to the City Commission for approval. Artwork may be selected by purchase, commission, donation, or by contract with the artist as part of a design team.

The following criteria govern the selection of public art in the City of Fernandina Beach and will be utilized during the process of review, selection and approval of public art:

- A. Artistic Quality and Originality:** The strength and originality and creativity of the artist's concept and demonstrated skill or craftsmanship.
- B. Context:** The appropriateness of the concept within the proposed architectural, geographical, socio-cultural, and historical context, including use of appropriate scale and materials for the site.
- C. Diversity:** Style, media, and creativity of the art within the context will be considered.
- D. Feasibility:** Budget, timeline, and probability of success
- E. Design and Construction:** Issues related to fabrication of the installation, its durability, resistance to vandalism, long-term maintenance issues, and weather permanence.
- F. Support:** Demonstrated community agreement/support for the project. The City may choose to create an advisory group to represent the community in the selection process.
- G. Public Safety:** Meets all applicable building codes for public projects. The artist has shown due diligence in developing appropriate installation plans.
- H. Other:** The City may adopt other project specific criteria pertinent to special considerations of the site, the project, or the Commission's specific intent, provided such criteria are clearly and completely stated.

Administration of Program

The City will manage the implementation of public arts programming as follows, coordinating with other staff and review boards as appropriate.

- A. Encourage, identify, and accept public art sites, locations, and projects.
- B. Approve or reject artwork using outlined criteria.
- C. Work with staff to determine physical and logistical components of public art displays.
- D. Approve necessary signage, including identification labels and/or plaques, as appropriate.
- E. Create community panels to advise in the art selection process, as appropriate.
- F. Serve as a resource, guide, and counsel to the City Council and the City Manager regarding public art related issues.

Ownership/Copyright/Reproduction/Re-siting

- A. Temporary art works remain the property and responsibility of the artist while on display.
- B. Permanent works of art will remain the property and responsibility of the City of Fernandina Beach until such time as ownership is transferred to another party.
- C. The City intends that the work shall remain accessible to public viewing for the entirety of the permitted display period or as long as the City owns the work. However, in some cases permanent artwork may need to be removed from the display.
- D. The city retains the right to transfer work from one City-owned site to another, as it deems necessary, in consultation with the artist for all temporary art.
- E. The City retains the right to transfer work from one City-owned site to another, as it deems necessary, to place the work in storage, in another facility, to make a temporary loan to another agency or organization, or to resell.

- F. The City retains the right to deaccession works of arts it no longer desires to retain as a component of the public art program prior to the end of the temporary display period as necessary. In cases of temporary art, the work will be returned to the artist.

Artists' Responsibilities for Temporary Art

- A. Overseeing and completing installation of artwork.
- B. Working with the city to obtain appropriate signage for public art displays.
- C. Acquiring all appropriate permits as required through city policy.
- D. Maintenance and upkeep of art.
- E. Removal of art at the end of the permitted display period or deaccession. Artists may apply for extension of display period utilizing the standard public art permitting process.

Accepting Donations or Acquisitions of Artwork (Permanent Installations Only)

In addition to supporting the Public Art Program via financial assistance or the grant of land or long-term easements for public art, private parties and other entities may offer to donate completed or proposed works of art to the City of Fernandina Beach under the Public Art Program.

It is the responsibility of the City to review such proposals for consistency with the Public Art Program goals and, where appropriate, either accept or reject such gifts.

All such determinations reside with the City and any committee appointed thereby, as the designee of the Fernandina Beach City Commission. In evaluating offers of donated artwork, the City will use the procedures and criteria established to determine the appropriateness of both the proposed site and the extant or proposed work of art.

The Parks and Recreation Advisory Committee or Historic District Council will make a recommendation to the City Commission based on the acceptance of the proposed artwork. If the Commission approves the work of art, installation and maintenance of the work will be the responsibility of the City of Fernandina Beach. In most cases, installation will be performed with the artist's input.

RESOLUTION 2024-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SUNSET OF ARTS AND CULTURE NASSAU TO EXPLORE NON-PROFIT ORGANIZATION OPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Arts and Culture Nassau is a civic board first established by Resolution 2007-102 as the “Arts Council” to advise the City Commission on arts and cultural matters; and

WHEREAS, the name, makeup, and duties of the Board were amended throughout the years by Resolutions 2008-161, 2010-140, and 2014-149; and

WHEREAS, via Nassau County Board of County Commissioners Resolution 2010-161, Arts and Culture Nassau was designated as the county-wide Arts Council for purposes of receiving technical support from the State of Florida Arts Council and grant support from the National Endowment for the Arts; and

WHEREAS, per Municipal Code Chapter 70, Article III, Art in Public Places, Arts and Culture Nassau is designated as the administrator of the Art and Public Places Program; and

WHEREAS, the current members of Arts and Culture Nassau wish to explore new avenues for promoting the arts and culture community in Fernandina Beach and greater Nassau County by forming a nonprofit organization, as unanimously endorsed at their February 12, 2024, meeting; and

WHEREAS, in accordance with the Florida Sunshine Law, board members may not discuss any business that might conceivably come before the Board outside of a public meeting, creating a conflict with the Board members’ desires to discuss the formation of a nonprofit; and

WHEREAS, the City Commission believes it to be in the best interest of the City to permanently sunset Arts and Culture Nassau to support the members’ efforts to expand and promote the arts in the City and County-wide.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA:

SECTION 1. The City Commission hereby sunsets the civic board known as Arts and Culture Nassau, originally established via Resolution 2007-102.

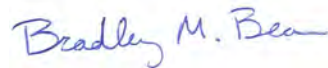
SECTION 2. The City Commission directs staff to amend Chapter 70, Article III, Art in Public Places, to amend the administration of the Program in the absence of Arts and Culture Nassau, and to bring such amendments before the Commission in the form of an Ordinance for consideration.

SECTION 3. The City Commission further directs staff to inform the Nassau County Board of County Commissioners of the Board's sunset to allow for the BOCC to designate a new County-wide Arts Council.

SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 19th day of March, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2007-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CREATING AN ARTS COUNCIL TO IMPROVE THE APPRECIATION, AWARENESS AND CULTURAL OPPORTUNITIES OF ALL THE ARTS IN THE COMMUNITY BY PROMOTING AND ENHANCING THE ARTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission believes that the appreciation, understanding, awareness and promotion of the arts is a key component to maintaining a vibrant community; and

WHEREAS, the City Commission believes it to be in the best interest of the City to provide a focal point through one group to represent the arts community that would serve as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities; and

WHEREAS, the City Commission believes it to be in the best interest of the City to create an Arts Council to recommend grant opportunities and appropriation, to fund new arts programs, improvements or infrastructure to the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby creates The Arts Council, which is officially designated as an advisory board to the City Commission, and is responsible for adhering to the following:

a. Goal and Charge to the Arts Council.

The Arts Council's goal and charges is to promote the awareness, appreciation and interest in all types of arts to the community. The Arts Council therefore is charged with the following tasks:

- 1) Recommending the pursuit of grant opportunities to finance art related programming, facilities or awareness.
- 2) Improving the awareness, understanding and opportunities to experience the arts in the community.
- 3) Collectively working with the Parks and Recreation Advisory Committee to recommend new facilities and infrastructure to improve and enhance the use and enjoyment of the arts.

b. Organization; Quorum; Officers.

The Council shall be comprised of seven (7) regular members, one (1) representative from each of the following organizations: the Amelia Community Theatre; Fernandina Little Theatre; the Art Association; the Amelia Island Arts Academy; Amelia Book Island Festival; Chamber Music Association; and a citizen appointed by the City Commission. Each of the six (6) representatives shall be nominated by their own respective organization to the City Commission and shall serve without compensation. A quorum of the Council shall consist of four (4) members. The Council shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of

the Chairperson. The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.

d. Appointment and terms of Members

The City Commission shall appoint the members of the Council, who shall serve for staggered terms. Two (2) members shall be appointed for one (1) year, two (2) members shall be appointed for two (2) years, and three (3) members shall be appointed for three (3) year.

e. Staff Assistance

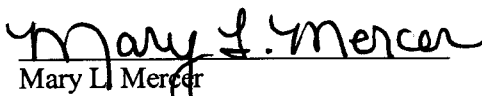
The Parks and Recreation Director and Grants Administrator shall provide the necessary staff support to the Arts Council.

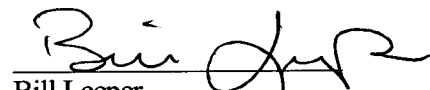
SECTION 2. This Resolution shall become effective immediately upon its final passage.

ADOPTED this 5th day of July, 2007.

ATTEST:

CITY OF FERNANDINA BEACH


Mary L. Mercer
City Clerk


Bill Leeper
Mayor - Commissioner



CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2007-102; Creation of an Arts Council.

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☐ Resolution
☐ Support Documents ☐ Other

SUMMARY: At their March 20, 2007, Regular Meeting, it was the consensus of the City Commission to have staff bring back a Resolution to create an Arts Council. Attached is a DRAFT Resolution for the Commission's discussion and consideration.

RECOMMENDED ACTION: Approve Resolution 2007-102

DEPARTMENT HEAD	Submitted: Michael J. Czymbor City Manager	Date: 6/26/07
	Requested Agenda	Date: 7/5/07
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☐ N/A	Date:
CITY ATTORNEY	Approved for Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item <i>mjc/nc</i>	<i>6/28/07</i>

COMMISSION ACTION: ☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled To Time Certain
☐ Other

DISTRIBUTION: ☐ CA ☐ CC ☐ CM ☐ CD ☐ FI ☐ FD ☐ GC ☐ HR ☐ MD ☐ PD ☐ PR ☐ PW ☐ UD

RESOLUTION 2014-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2010-140 PERTAINING TO ARTS AND CULTURE NASSAU BY AMENDING THE ARTS ORGANIZATIONS REPRESENTED AND NUMBER OF MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution 2007-102, adopted July 5, 2007, created the Arts Council to provide a focal point through one group to represent the arts community that would serve as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities; and

WHEREAS, Resolution 2008-161, adopted October 21, 2008, amended Resolution 2007-102 by adding two (2) seats for a total of nine (9) members, one seat for the Amelia Island Film Festival and one At Large seat; and

WHEREAS, Resolution 2010-140, adopted November 16, 2010, increased the membership seats for Arts and Culture Nassau from nine (9) to thirteen (13) by adding one (1) seat for the Amelia Island Jazz Festival, and one (1) seat for the Amelia Island Museum of History, one (1) seat for the Friends of the Library of Nassau County, and adding two (2) non-voting seats with members being recommended for appointment by the Board of County Commissioners of Nassau County to the Fernandina Beach City Commission; and

WHEREAS, Arts and Culture Nassau wishes to remove the member seats of the Amelia Island Film Festival and the Amelia Island Arts Academy; and

WHEREAS, Arts and Culture Nassau requests that these two (2) seats be At-Large member seats.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby amends the membership of Arts and Culture Nassau and shall be administered through the City Commission and is responsible for adhering to the following:

a. Organization; Quorum; Officers.

The Arts and Culture Nassau shall be comprised of ~~thirteen (13)~~ eleven (11) regular members, one (1) At-Large member from each of these organizations: the Amelia Island Arts Academy and the Amelia Island Film Festival; one (1) representative from each of the following organizations: the Amelia Community Theatre; Fernandina Little Theatre; the Island Art Association; ~~the Amelia Island Arts Academy;~~ Amelia Book Island Festival; Amelia Island Chamber Music Festival; ~~Amelia Island Film Festival;~~ Amelia Island Jazz Festival; Amelia Island Museum of History; Friends of the Library of Nassau County; a citizen appointed by the City Commission; and two (2) non-voting members recommended by the Board of Commissioners of Nassau County to the City Commission. Each of the ~~ten (10)~~ eight (8) representatives shall be nominated by their own respective organization to the

City Commission and shall serve without compensation. A quorum of the Council shall consist of six (6) of the voting members. The Council shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of November, 2014.

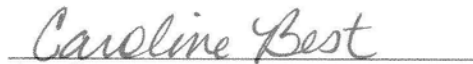
CITY OF FERNANDINA BEACH



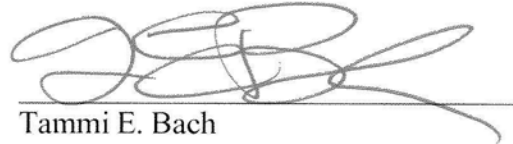
Edward E. Boner
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

RESOLUTION 2010-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING RESOLUTION 2007-102 CREATING AN ARTS COUNCIL BY AMENDING THE GOALS AND CHARGE TO THE ARTS COUNCIL; BY AMENDING RESOLUTION 2008-161 BY AMENDING THE ARTS ORGANIZATIONS REPRESENTED AND NUMBER OF MEMBERS; BY RECOGNIZING THE ARTS COUNCIL AS A LOCAL ARTS AGENCY AS ESTABLISHED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS; BY PROVIDING FOR TWO NON-VOTING MEMBERS TO BE RECOMMENDED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO THE CITY COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution 2007-102, adopted July 5, 2007, created the Arts Council to provide a focal point through one group to represent the arts community that would serve as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities;

WHEREAS, Resolution 2008-161, adopted October 21, 2008, amended Resolution 2007-102 by adding two (2) seats for a total of nine (9) members, one seat for the Amelia Island Film Festival and one At Large seat;

WHEREAS, the City Commission desires to increase the membership seats on the Arts Council from nine (9) to thirteen (13) by adding one (1) seat for the Amelia Island Jazz Festival, and one (1) seat for the Amelia Island Museum of History, one (1) seat for the Friends of the Library of Nassau County, and adding two (2) non-voting seats with members being recommended for appointment by the Board of County Commissioners of Nassau County to the Fernandina Beach City Commission; and

WHEREAS, the Goal and Charge to the Arts Council shall be amended as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby amends the Goal and Charge, Organization and Terms of Members of the Arts Council, which is officially designated as a local arts agency pursuant to Florida Statutes by the Board of County Commissioners via County Resolution 2010-161 attached hereto as Exhibit "A", and the Arts Council shall be administered through the City Commission and is responsible for adhering to the following:

a. Goal and Charge to the Arts Council.

The Arts Council's goal and charges is to promote the awareness, appreciation and interest in all types of arts to the community. The Arts Council therefore is charged with the following tasks:

- 1) Recommending the pursuit of grant opportunities to finance art related programming, facilities or awareness.
- 2) Improving the awareness, understanding and opportunities to experience the arts in the community.
- 3) Collectively working with the Parks and Recreation Advisory Committee to recommend new facilities and infrastructure to improve and enhance the use and enjoyment of the arts.
- 4) Act as the designated local arts agency for Nassau County to promote access to the arts for all county residents.
- 5) The Arts Council shall regularly seek the advice and counsel of residents throughout Nassau County.

b. Organization; Quorum; Officers.

The Council shall be comprised of thirteen (13) regular members, one (1) representative from each of the following organizations: the Amelia Community Theatre; Fernandina Little Theatre; the Island Art Association; the Amelia Island Arts Academy; Amelia Book Island Festival; Amelia Island Chamber Music Festival; Amelia Island Film Festival; Amelia Island Jazz Festival; Amelia Island Museum of History; Friends of the Library of Nassau County; a citizen appointed by the City Commission; and two (2) non-voting members recommended by the Board of Commissioners of Nassau County to the City Commission. Each of the ten (10) representatives shall be nominated by their own respective organization to the City Commission and shall serve without compensation. A quorum of the Council shall consist of six (6) of the voting members. The Council shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.

c. Appointment and terms of Members

The City Commission shall appoint the members of the Council, who shall serve for staggered terms. Four (4) members shall be appointed for one (1) year, four (4) members shall be appointed for two (2) years, and five (5) members shall be appointed for three (3) years.

d. Staff Assistance

The Parks and Recreation Director and Grants Administrator shall provide the necessary staff support to the Arts Council.

e. The Arts Council shall adopt its own rules of conduct for its meetings.

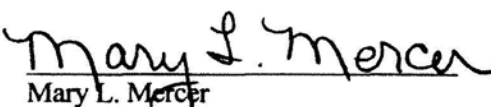
SECTION 2. This Resolution shall become effective immediately upon its final passage.

ADOPTED this 16th day of November, 2010.

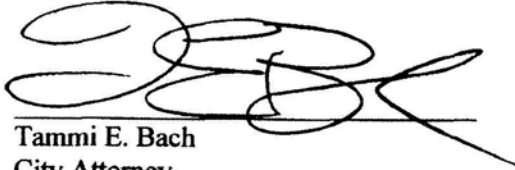
CITY OF FERNANDINA BEACH


Susan Hardee Steger
Mayor – Commissioner

ATTEST:


Mary L. Mercer
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, DESIGNATING A COUNTY-WIDE ARTS COUNCIL

WHEREAS, the Board of County Commissioners of Nassau County, Florida, recognizes the importance of the arts in enriching the lives of our citizens and in attracting tourism, new residents, and new business to Nassau County, and in the development of our youth through arts education; and

WHEREAS, the Board of County Commissioners of Nassau County, recognizes the Fernandina Beach Arts Council as acting in the interests of all residents of Nassau County as the designated local arts agency; and

WHEREAS, an Arts Council recognized by the State will benefit arts in the community from a grant and other funding opportunities; and

WHEREAS, the City of Fernandina Beach has adopted Resolution No. 2007-102, which created an Arts Council to improve the appreciation, awareness and cultural opportunities of all the arts in the community by promoting and enhancing the arts; and

WHEREAS, City of Fernandina Beach Resolution No. 2007-102 created an Arts Council in order to provide a focal point through one group to represent the arts community county wide.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, as follows:

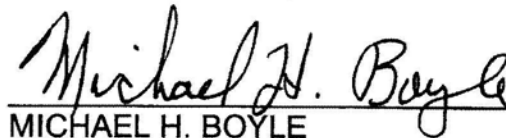
1. The Board of County Commissioners of Nassau County, Florida, hereby supports the designation of the Fernandina Beach Arts Council as the County-wide Arts Council.
2. The Board offers its endorsement of the Fernandina Beach Arts Council in seeking technical support from the State of Florida Arts Council and grant

support from the National Endowment for the Arts and the pursuit of any other grant opportunities to finance art related programming, facilities or awareness.

3. The County Manager shall annually review a report compiled by the Arts Council which shall contain financial information and activities conducted that demonstrate that the Arts Council has a county wide focus and that the arts council has promoted and continues to promote awareness, appreciation, enjoyment and enhancement of arts programs and facilities.
4. The designation of the Fernandina Beach Arts Council as the County-wide Arts Council shall be revoked if, in the exclusive judgment of the Board of County Commissioners, the Arts Council ceases to have a County-wide focus.

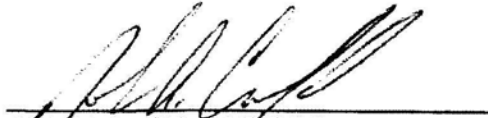
DULY ADOPTED this 25th day of October, 2010.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MICHAEL H. BOYLE
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

C: 4-11C

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-149
Amending Resolution 2010-140 - Arts and Culture Membership

DEPARTMENT: Parks & Recreation

ATTACHMENTS: ☐ Ordinance ☐ Resolution
☐ Support Documents ☒ Other

RECOMMENDED ACTION: Approve Resolution 2014-149

SUMMARY: Arts and Culture Nassau is a City Commission appointed committee and receives staff support from the Parks and Recreation Department. Arts and Culture Nassau requests the removal of two (2) organizations from their membership: the Amelia Island Film Festival and the Amelia Island Arts Academy. Arts and Culture Nassau wishes to change these two (2) seats to At-Large member seats.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Nan Voigt Parks & Recreation Director	Date: 10/2/14
FINANCE DEPARTMENT	Requested Agenda	Date: 11/05/14
CITY ATTORNEY	Approved as to Budget Requirements	Date:
CITY MANAGER	Approved as to Form and Legality	Date: 10/17/14
	Approved Agenda Item for 11/05/14	Date: 10/16/14

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission
Regular Meeting
Held on 10/15/14
Voted: 5-0 Initial: JTB

The Arts and Culture Nassau Committee met on February 12, 2024, at City Hall Commission Chambers. The meeting was called to order at 12:05 p.m. Present were Member Robinson, Member Wells, Member Baker-Hinton, Chair Restiano, Member Ochu, Member Templeton, and Member Wild.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

4.1 January 2024 regular meeting minutes approved. Motion made by Member Ochu, second by Member Wild. All Ayes.

5. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: None.

6. DISCUSSION ITEMS

6.1 Review Decision on Temporary Sunset of the Arts and Culture Nassau Board: Scott Mikelson, Deputy Director of Parks and Recreation facilitated the discussion. Status of temporary sunseting was discussed. All options available going forward were discussed and Q&A held with board members and Mr. Mikelson. The City Commission will ultimately decide on the sunseting of the Board should the members agree on sunseting. A motion was made to permanently sunset the board by Member Wells, second motion was made by Member Wild. All Ayes.

6.2 Yearly letter to City and County: Chair Restiano presented his letter to Taco Pope, Nassau County Manager on the Arts and Culture Nassau yearly report for 2023, overview given by Chair Restiano.

7. STAFF COMMENTS

Mr. Mikelson discussed the Community Art Forum coming up. Notice of gathering needs to be posted to be in compliance with the Sunshine Law.

Arts Leader Meeting to be held at American Beach February 26, 2024, Monday at 10:00 a.m.

8. BOARD MEMBER COMMENTS

Chair Restiano, presented all Board members with revised version of strategic plan.

9. ADJOURNMENT

Meeting adjourned at 1:13 p.m. Member Wild made a motion to adjourn and Member Wells seconded the motion. All Aye.

Approved by: _____
Chair, Richard Restiano

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, DESIGNATING A COUNTY-WIDE ARTS COUNCIL

WHEREAS, the Board of County Commissioners of Nassau County, Florida, recognizes the importance of the arts in enriching the lives of our citizens and in attracting tourism, new residents, and new business to Nassau County, and in the development of our youth through arts education; and

WHEREAS, the Board of County Commissioners of Nassau County, recognizes the Fernandina Beach Arts Council as acting in the interests of all residents of Nassau County as the designated local arts agency; and

WHEREAS, an Arts Council recognized by the State will benefit arts in the community from a grant and other funding opportunities; and

WHEREAS, the City of Fernandina Beach has adopted Resolution No. 2007-102, which created an Arts Council to improve the appreciation, awareness and cultural opportunities of all the arts in the community by promoting and enhancing the arts; and

WHEREAS, City of Fernandina Beach Resolution No. 2007-102 created an Arts Council in order to provide a focal point through one group to represent the arts community county wide.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, as follows:

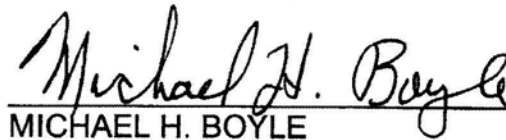
1. The Board of County Commissioners of Nassau County, Florida, hereby supports the designation of the Fernandina Beach Arts Council as the County-wide Arts Council.
2. The Board offers its endorsement of the Fernandina Beach Arts Council in seeking technical support from the State of Florida Arts Council and grant

support from the National Endowment for the Arts and the pursuit of any other grant opportunities to finance art related programming, facilities or awareness.

3. The County Manager shall annually review a report compiled by the Arts Council which shall contain financial information and activities conducted that demonstrate that the Arts Council has a county wide focus and that the arts council has promoted and continues to promote awareness, appreciation, enjoyment and enhancement of arts programs and facilities.
4. The designation of the Fernandina Beach Arts Council as the County-wide Arts Council shall be revoked if, in the exclusive judgment of the Board of County Commissioners, the Arts Council ceases to have a County-wide focus.

DULY ADOPTED this 25th day of October, 2010.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MICHAEL H. BOYLE
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

Kim Briley

From: Denise C. May <dmay@nassaucountyfl.com>
Sent: Thursday, February 1, 2024 3:51 PM
To: Tammi Bach; Caroline Best
Cc: Kim Briley; Catherine Vorrasi; Katie Newton; Charles L George; Taco Pope; Marshall D. Eyerman; Scott Mikelson
Subject: RE: Arts and Culture Nassau - Temporary Sunset

Some people who received this message don't often get email from dmay@nassaucountyfl.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Good afternoon all,

The County designated the Fernandina Beach Arts Council (now known as Arts and Culture Nassau) as the County-wide Arts Council by Resolution 2010-161. In doing so the Board offered its endorsement to the Council in seeking support of the State of Florida and the National Endowment for the Arts or other grant opportunities. The Board reserved the right to revoke that designation should the Arts Council cease to have a County-wide focus. Should the Council sunset it would no longer exist for the purposes of the Resolution and the County would need to revoke the designation.

Thank you,

Denise C. May

County Attorney

Board Certified Specialist: City, County, Local Government

Nassau County, FL | Board of County Commissioners

96135 Nassau Place | Yulee, FL 32097

P: (904) 530-6100 E: dmay@nassaucountyfl.com



CITY, COUNTY, AND
LOCAL GOVERNMENT

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From: Tammi Bach <tbach@fbfl.org>
Sent: Tuesday, January 30, 2024 9:23 AM
To: Caroline Best <cbest@fbfl.org>
Cc: Kim Briley <kelliott@fbfl.org>; Catherine Vorrasi <cvorrasi@fbfl.org>; Katie Newton <knewton@fbfl.org>; Charles L George <cgeorge@fbfl.org>; Taco Pope <tpope@nassaucountyfl.com>; Denise C. May <dmay@nassaucountyfl.com>; Marshall D. Eyerman <meyerman@nassaucountyfl.com>; Scott Mikelson <smikelson@fbfl.org>
Subject: RE: Arts and Culture Nassau - Temporary Sunset

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Caroline: as I said in our meeting with Mayor Bean yesterday, a temporary sunset of a board covered by Sunshine Law is not acceptable knowing that board members wish to meet outside of the Sunshine Law requirements to discuss the future of the Arts & Culture board. The attached Resolution from the BOCC recognizes the Arts & Culture board as serving countywide interests. My suggestion is to move this proposed City resolution at least to the first City Commission meeting in March 2024 to allow the County Administration (copied here) and the BOCC to take action or at least not object in writing to the City sunsetting the Arts & Culture board. City staff should reach out to Nassau County and communicate this proposal.

Tammi Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3276 | tbach@fbfl.org
www.fbfl.us



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From: Caroline Best <cbest@fbfl.org>
Sent: Tuesday, January 30, 2024 8:27 AM
To: Tammi Bach <tbach@fbfl.org>
Cc: Kim Briley <kelliott@fbfl.org>; Catherine Vorrasi <cvorrasi@fbfl.org>; Katie Newton <knewton@fbfl.org>; Charles L George <cgeorge@fbfl.org>
Subject: RE: Arts and Culture Nassau - Temporary Sunset

Good morning, Tammi:

The 2/06 CC RM agenda will be published today, let me know whether the temporary sunset item needs to be moved forward to allow for additional research.

Sincerely,

Caroline Best, CMC

City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3119 | cbest@fbfl.org
www.fbfl.us



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From: Tammi Bach <tbach@fbfl.org>

Sent: Thursday, January 25, 2024 5:48 PM

To: Caroline Best <cbest@fbfl.org>

Cc: Kim Briley <kelliott@fbfl.org>; Catherine Vorrasi <cvorrasi@fbfl.org>; Katie Newton <knewton@fbfl.org>; Charles L George <cgeorge@fbfl.org>

Subject: Re: Arts and Culture Nassau - Temporary Sunset

Ok, I understand your request to mean you want my opinion in writing and will do prior to the Feb 6th agenda being published.

TAMMI E. BACH, J.D., B.C.S.
Board Certified by Florida Bar in
City, County & Local Government Law
Tammi Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3276 | tbach@fbfl.org
www.fbfl.us



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From: Caroline Best <cbest@fbfl.org>

Sent: Thursday, January 25, 2024 9:21:00 AM

To: Tammi Bach <tbach@fbfl.org>

Cc: Kim Briley <kelliott@fbfl.org>; Catherine Vorrasi <cvorrasi@fbfl.org>; Katie Newton <knewton@fbfl.org>; Charles L George <cgeorge@fbfl.org>

Subject: Arts and Culture Nassau - Temporary Sunset

Good morning, Tammi:

As you know, the 2/06 CC RM agenda has a resolution to consider temporarily sunsetting Arts and Culture Nassau due to their membership desiring to explore non-profit status. When we last spoke about it, you were going to research the feasibility of temporarily sunsetting as it relates to Sunshine Law compliance as well as the license plate money collected by Nassau County. For awareness, Ms. Vorrasi spoke with Nassau County's Brandy

Carvallo who indicated they are amendable to the temporary sunset, Ms. Vorrasi will request same in writing so that it can be included with the agenda item. Please let me know if the Clerk's Office can assist between now and agenda publication, Tuesday, January 31.

Sincerely,

Caroline Best, CMC
City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3119 | cbest@fbfl.org
www.fbfl.us



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

ARTICLE III. ART IN PUBLIC PLACES

Sec. 70-150. Purpose.

The City of Fernandina Beach recognizes that providing for public art and enhancing the appearance of buildings and spaces provides benefits to the community by expanding the historical, cultural, and creative knowledge of citizens. It further recognizes the diverse aesthetic character of the city's built environment is vital to the quality of the life of its citizens, the economic successes of its businesses, an attraction for visitors and a benefit to tourism; and that a public art and design program contributes to the aesthetic enhancement of the community.

(Ord. No. 2012-03, § 2, 5-1-12)

Sec. 70-151. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Aggregate job value means the total of all construction costs associated with a particular permanent art installation. Construction costs shall include all labor, structural materials, plumbing, electrical, mechanical, infrastructure, and site work.

Art, artwork, or works of art means tangible creations by an artist exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, unique or original architectural elements and artist designed landforms or landscape elements. The following shall not be considered artwork or works of art for purpose of this article:

- (1) Reproductions or unlimited copies of original artwork,
- (2) Art objects, which are mass-produced, or
- (3) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist or designed as an integral aspect of a structure or site.

Art in Public Places Design Guidelines means a set of guidelines established by the Arts and Culture Nassau in cooperation with the city attorney and city staff to provide procedures for the review and approval of public art.

Art in Public Places Program fund means a separate, non-interest bearing account set-up by the city to receive monies for the Art in Public Places Program.

Art permit fee shall be a one-time fee to be paid by the artist or entity applying for each temporary art installation. The fee shall go into the Art in Public Places maintenance fund and be utilized for the creation of artist recognition plaques and insurance coverage.

Artist or professional artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional in the field. Indications of a person's status as a professional artist include, but are not limited to,

income realized through sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Arts and Culture Nassau is the advisory board established by the City of Fernandina Beach City Commission, pursuant to Resolution 2007-102 as amended, shall oversee and administer the Art in Public Places Guidelines.

License agreement shall be a temporary agreement between the city and an artist to place art in temporary art locations on city property.

Permanent art means artwork created either as a donation to the city or by the city and intended to be in place for a period greater than one year. Permanent art shall be installed in cooperation with the artist. The city shall be responsible for ongoing maintenance activities for the life of the artwork.

Publicly accessible means locations that are open to the general public during normal business hours and are visible by the general public at all times.

Temporary art locations means artwork intended to be temporary in nature and lasting no longer than one year. Temporary artwork must be installed, maintained, and removed in compliance with the approval received by the Arts and Culture Nassau. Any temporary artwork which becomes defaced, altered from its original approval, or destroyed is subject to immediate removal and loss of its approved status.

(Ord. No. 2012-03, § 3, 5-1-12)

Sec. 70-152. Committee roles and responsibilities.

The Arts and Culture Nassau committee shall administer the Art in Public Places Program. Its purpose, functions, role, and responsibilities within the Art in Public Places Program shall be as follows:

- (1) Develop guidelines, selection procedures, and organizational policies for both temporary and permanent artwork to facilitate the Art in Public Places Program.
- (2) Review and approve temporary art installations for compliance with the established Art in Public Places Guidelines with final approval granted by the Arts and Culture Nassau. Temporary art locations shall be determined by the city manager or his/her designee. Temporary art locations will be specific and are subject to change. The Arts and Culture Nassau may issue recommendations for extending or relocating temporary art to the city commission.
- (3) Review and issue a recommendation on all permanent art installations pending review by the historic district council, if located within a designated historic district or the Community Redevelopment Area (CRA), and provide notice to applicants that all permanent works of art are subject to final approval by the city commission. Permanent art locations shall be determined on a case by case basis.
- (4) Establish artist recognition procedures for the placement of plaques. This shall apply to both temporary artwork and permanent art installations. Plaques recognizing the artist shall become property of the city.
- (5) Prepares an annual Art in Public Places Program expenditure plan for the monies in the Art in Public Places fund for approval by the city commission during its annual budget review process.
- (6) Related to city construction projects, in concert with city staff, is responsible for working with appropriate department program planning; designating temporary public art locations and long-term/permanent public art locations; provide support in determining project scope and budget; managing the artist selection process; commission artworks; approve design, execution and placement of artworks from the city's public art collection.
- (7) Issue recommendations to the city commission on final selection of permanent art installations for purchase. Any approvals for purchase are then guided by the city's purchasing requirements.

-
- (8) Recruit professionals in the visual arts and design fields to serve in the artist selection process in order to ensure works of highest quality.
 - (9) Encourage public art throughout the city and shall educate and stimulate participation of all citizens in a joint public and private effort to promote art in public places.
 - (10) Ensure appropriate community participation in this process and provides public education activities as part of public art projects.
 - (11) Coordinate, investigate, review, and recommend to the city commission other means by which artworks may be obtained, including donations to the Art in Public Places Program, and grant applications for public art projects.
 - (12) Administer the city's donation policy for artwork in cooperation with the city attorney's office and the city's finance department.
 - (13) Special events as permitted by the city, in which artwork may be displayed as part of the event on city rights-of-way or within public parks, are exempt from necessary public art permitting requirements. All artwork exempt from public art permit requirements must be removed within 24 hours of the end of the permitted special event.

(Ord. No. 2012-03, § 4, 5-1-12)

Sec. 70-153. Ownership and maintenance.

- (a) The city shall retain ownership of all permanent works of art acquired and shall retain title to each work of art.
- (b) Artwork which has been donated to the city as a permanent art installation becomes property of the city upon formal acceptance by the city commission. The city, in cooperation with the artist shall install the artwork. All maintenance activities will be conducted by the city indefinitely or until the artwork is removed.
- (c) All contracts for artwork that will be acquired or accepted for ownership by the city must be reviewed and approved by the city attorney's office.
- (d) Ownership of all works of art incorporated into private construction projects, as may be required for development approval, shall be vested in the property owner who shall retain title to each work of art. If the property is sold, the seller may either:
 - (1) Include restrictions in the deed that require maintenance of the artwork and prevent its removal from the property;
 - (2) Transfer ownership of the artwork to the City of Fernandina Beach to be maintained as public artwork; or
 - (3) Remove the artwork and make a contribution to the Art in Public Places Program fund in an amount equal to 0.75 percent of its initial aggregate job value.
- (e) If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the artwork, the subsequent owner shall maintain the artwork in accordance with applicable codes or other established guidelines. The artwork cannot be altered, modified, relocated, or removed other than as provided herein without prior approval of the Arts and Culture Nassau.
- (f) Artwork owners will be required to maintain the work of art in good condition in the approved location, as required by code or other applicable guidelines for all temporary artwork installations including, but not limited to, normal code enforcement rules, to ensure that proper maintenance is provided.

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- (g) The artwork owner may request that artwork be removed from the site due to hardship with the approval of the Arts and Culture Nassau. In addition, in the event there is a condition that occurs outside of reasonable control of the owner, then this provision may be implemented with the approval of the Arts and Culture Nassau.

(Ord. No. 2012-03, § 5, 5-1-12)

Sec. 70-154. Art in Public Places Program fund.

- (a) The city shall maintain a separate accounting of monies received for the Art in Public Places Program which shall consist of the following:
- (1) All funds received as part of the art permit fee.
 - (2) All funds donated to the city for purposes of the creation or maintenance of public art or for purposes of community outreach and education furthering the mission of the Arts and Culture Nassau; and
 - (3) Any funds allocated by the city for the Art in Public Places Program through the budgetary process.
- (b) The Art in Public Places monies shall be used solely for expenses associated with the selection, commissioning, acquisition, installation, maintenance, administration, removal, and insurance of work of art or public education in relation thereto at the discretion of the city commission. Such funds shall be administered by the city in consultation with Arts and Culture Nassau. Custody of the Art in Public Places funds shall remain with the city and all city policies and procedures shall be strictly adhered to regarding the oversight of such funds. Programming of art in public places expenditures for new artwork shall be included in the annual capital improvements plan and expenditures related to ongoing maintenance of the Art in Public Places Program shall be included in the operating budget of the city.
- (c) A minimum of ten (10%) percent of all non-restricted Art in Public Places Program funds which are applied to city-owned public art projects shall be deposited into an Art in Public Places "maintenance" account. The "maintenance account" shall be administered by city staff as a function of the Art in Public Places Program.

(Ord. No. 2012-03, § 6, 5-1-12)

Secs. 70-155—70-169. Reserved.

The Parks and Recreation Advisory Committee met for a regular meeting on Tuesday, May 14, 2024, at 5:00 p.m., located in Commission Chambers at City Hall 204 Ash Street. Present were Vice-Chair Cocchi, Chair Camera, Member Spaulding, Member Borrero, Member Pearlstine, Member Mountjoy and Member Goldman.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF MINUTES

4.1 April 2024 Regular Meeting Minutes

Vice Chair Cocchi made a motion to approve the March 2024 Regular Meeting Minutes. Second by Member Pearlstine; All Aye.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA

Jacob Kovalcik and Clay Hicks representatives of Youth Advisory Council spoke to the Parks and Recreation Advisory Committee about the need for recreational youth sport programs in the community. In particular, Pickleball, football, volleyball and basketball.

6. DISCUSSION ITEM

6.1 Public Art: Permanent and Temporary Art Process

Kaitie Rivera, Parks and Recreation Deputy Director presented a draft ordinance to be reviewed and approved by City Commission. The draft ordinance transitions the approval roles from Arts and Culture Nassau to the Parks and Recreation Advisory Committee when it comes to Permanent and Temporary Art within City Limits outside of the downtown district. Permanent and Temporary Art within the historic district will be reviewed by the Historic District Council.

PRAC members came to a consensus to move forward with the draft ordinance.

7. STAFF COMMENTS

7.1 Welcome New Hire: Parks and Recreation Manager, Dionna Sowers

7.2 Project Update

- Tennis courts 1 and 2 renovation: Commencement May 15th
- Skate Park Repair: Commencement May 20th, this follows the scheduled skate competition.
- Large scoreboard installation at Central Park: Scoreboard install week of May 20th.
- Installation of Peck softball field with bases: Complete
- Installation of walking track at Peck Field: Grant funded through Nassau County, this project will be moving forward this budget year FY24.

PRAC MINUTES

05/14/2024

- Ybor Alvarez Sports Complex Project is still moving forward. Commission approved on 2/6/2024 Gillette Associates to move forward with design of new soccer fields and softball fields at MLK.
- Bid Opening May 8th: Women's locker room at the Atlantic Recreation Center pool.
- Upcoming Special Events:
 1. May 11th: Amelia Island Chamber Music Festival Picnic Concert (Central Park)
 2. May 17th and 18th: Wild Amelia Nature Festival / Opening of the Beaches (Main
 3. Beach)
 4. May 18th: Isle of 8k Run (Peters Point to Main Beach)
 5. May 25th: Paws at the Market (Central Park)
 6. May 27th: Memorial Day Ceremony (Downtown)
 7. May 31st: Youth Advisory Council Heatstroke Musical Festival in partnership with
 8. Parks and Recreation (Parking lots A & B)
 9. June 1st: NEF 5K Fun Run (Atlantic Avenue)
 10. June 7th: Sounds on Centre (Centre Street)
 11. June 8th: Pride Parade and Festival (Central Park)
- Next PRAC meeting June 11th

8. BOARD MEMBER COMMENT

ADJOURNMENT Chair Camera adjourned the meeting. Meeting adjourned at 5:56 p.m.

Approved by: _____

Chair, Thomas Camera

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Fernandina Beach Housing Authority - One reappointment (Elaine Roberts).

ITEM TYPE: Board Appointment

REQUESTED ACTION: Consider board reappointment.

SYNOPSIS: In accordance with 421.05(1) Florida Statute; the Mayor, with the approval of the governing board, shall appoint members to the Fernandina Beach Housing Authority.

Fernandina Beach Housing Authority member Elaine Roberts' term expired March 2024. Ms. Roberts has expressed interest in continuing to serve an additional four-year term to expire May 2028.

In accordance with City Charter Section 69, Ms. Roberts resides within the jurisdictional boundaries of the City of Fernandina Beach.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Elaine Roberts the Fernandina Beach Housing Authority for a four-year term ending May 2028.

Kim Briley, Deputy City Clerk 5/29/2024

Charles George, City Engineer/Deputy City Manager 5/29/2024

Date: May 29, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

From: noreply@civicplus.com
To: [Caroline Best](#); [Kim Briley](#)
Subject: Online Form Submittal: Advisory Board/Committee Application
Date: Tuesday, May 21, 2024 5:01:09 PM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	ELAINE ROBERTS
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Home Mailing Street Address	512 S 13th Terrace
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	9044156171
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	eroberts8034@gmail.com
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Employer	Amelia Island Convention & Visitors Bureau
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Position Title	Executive Assistant
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Business Address	1750 S 14th Street
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City	FERNANDINA BEACH
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Zip	32034
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Select the advisory board/committee you are applying for:	Housing Authority
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I have previously served on this committee, and I am concerned with the housing problems we face here in Nassau County. I'm committed to my community,
Eligibility	
Are you a resident of the City?	Yes
Length of time:	Lifetime 55 years
Do you hold a public office?	No
Office name:	Field not completed.
Are you employed by the City?	No
Position:	Field not completed.
Are you currently serving on a Board?	No
Board Name:	Field not completed.
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

Field not completed.

List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Field not completed.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School

Field not completed.

Other:

Field not completed.

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after

appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 5/21/2024

Applicant's Signature Elaine Roberts

Email not displaying correctly? [View it in your browser.](#)

Housing Authority

Position	Term	Name & Address	Phone
1	03-01-2017	Elaine Roberts 512 South 13th Terrace, Fernandina Beach, FL 32034 eroberts8034@gmail.com	(904) 261-8034
3	01-05-2021	Regina Moore 106 South 13th Street, Fernandina Beach, FL 32034 ladyreginamoore@yahoo.com	(912) 409-1714
4	12-01-2008	Thomas Morris 1204 Fir Street, Fernandina Beach, FL 32034 thomasmorris83@yahoo.com	(904) 261-0473 (904) 237-9168
5	04-01-2007	Kimberly Richo 1028 South 11th Street, Fernandina Beach, FL 32034	(904) 261-9309

Housing Authority

Term Length: 4 Months

Max Terms: 1 Term(s)

Number of Members: 5

Meeting Schedule: Every other month except December and January

Meeting Time: 4:00 PM

Meeting Location: Fernandina Beach Housing Authority

Meeting Address: 1300 Hickory Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Elaine Roberts	03/01/2017	1	03/01/2024
3	Regina Moore	01/05/2021	1	12/31/2024
4	Thomas Morris	12/01/2008	1	05/01/2022
5	Kimberly Richo	04/01/2007	1	02/01/2024